

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Creative Property</b> <b>169-171 Nelson Street, Wallsend, NSW 2287</b>	<b>Phone: 02 4955 6900</b>
co-agent		
vendor	<b>Denison Commercial Property Pty Ltd ACN 667 200 740 as trustee for Denison Commercial Property Unit Trust</b> <b>32 Saint Andrews Street, Maitland, NSW 2320</b>	
vendor's solicitor	<b>Windus Lawyers</b> <b>Suite 1, Level 1, 14 Bulwer Street, Maitland</b> <b>NSW 2320</b>	<b>Phone: 0249336695</b> <b>Email: ashley@winduslawyers.com</b> <b>Ref: AKW:1085</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>4 Denison Street, Mayfield 2304 &amp; 324 &amp; 326 Maitland Road, Mayfield 2304</b> <b>Lot 4 in DP 431446, Lot B in DP 449609, Lots 1-2 in DP 431446 &amp; Lot 1 in DP 456098</b> <b>Folio Identifiers: 4/431446, B/449609 &amp; Auto Consol 15328-70</b>	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space	
	<input type="checkbox"/> none <input checked="" type="checkbox"/> other: commercial premises and vacant land	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered:	
	<input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	_____ (if not stated, the date this contract was made)

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

**GST AMOUNT** (optional) The price includes GST of: \$

buyer's agent

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>  <p>_____</p> <p>Vendor</p>  <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>  <p>_____</p> <p>Purchaser</p>  <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed</b> by Denison Commercial Property Pty Ltd ACN 667 200 740 as trustee for Denison Commercial Property Unit Trust in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p>  <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p>  <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p><b>Signed</b> by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p>  <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p>  <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

## Choices

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

PEXA

**Manual transaction** (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

**GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### **AUCTIONS**

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

**WARNINGS**

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

# **1 Definitions (a term in italics is a defined term)**

## **1.1** In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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



### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.  
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
   27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or  
   27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
   27.7.1 under a *planning agreement*; or  
   27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
   28.3.1 the purchaser can *rescind*; and  
   28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
   29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
   29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and  
   29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
     • either *party* serving notice of the event happening;  
     • every *party* who has the benefit of the provision serving notice waiving the provision; or  
     • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.



**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

4 DENISON ST MAYFIELD 2304

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## SPECIAL CONDITIONS

**These are the special conditions to the contract for the sale of land**

**BETWEEN**    **Denison Commercial Property Pty Ltd ACN 667 200 740 as trustee  
for Denison Commercial Property Unit Trust** of 32 Saint Andrews  
Street, Maitland, New South Wales (**Vendor**)

**AND**                    of (**Purchaser**)

### **33. Interpretation, invalidity and discrepancy**

- 
- (a) In the event of any conflict between the printed form of the Contract for Sale of Land 2022 Edition and these special conditions, these special conditions shall prevail to the extent of that conflict.
  - (b) Headings are inserted for convenience of reference only and must be ignored in the interpretation of this Contract.
  - (c) These further conditions must be read subject to any rights granted to the purchaser under any statute or subordinate legislation but only to the extent that those rights cannot be excluded.
  - (d) The words 'includes or including' in any form are not to be taken as a limitation. This Contract represents the entire agreement between the vendor and the purchaser.
  - (e) A reference to a singular shall include a plural and a reference to a plural shall include a singular.

### **34. Amendments to Contract**

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- (a) Clause 5.2.1 is amended by deleting "21" and inserting "14" in lieu thereof.
  - (b) Clause 7.1.1 is amended by replacing "5%" with "1%".
  - (c) Clause 8 is varied by inserting "or claim" after "requisition in each of the subclauses thereto.
  - (d) Clause 25.2 is varied by deleting "7" and inserting "21" in lieu thereof.
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**35. Notice to complete**

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- (a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within a period not less than 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
  - (b) The parties hereby agree that either party shall be at liberty to withdraw the Notice to Complete issued pursuant to this clause 35 without prejudicing that party's right to issue a further notice in lieu thereof.
  - (c) Despite any other provision of this Contract if the purchaser fails to complete this Contract on or before the Completion Date and a Notice to Complete is served by the vendor's solicitor, then the purchaser shall be liable for the vendor's legal costs for preparation service of the Notice to Complete in the agreed sum of \$330.00 (inclusive of GST). The purchaser acknowledges that payment of such sum on or before completion is an essential condition of this Contract.

**36. Notice to perform**

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In the event either party becomes entitled to serve a notice to perform on the other then the parties agree that a period of seven (7) days from the service of such a notice making time of the essence shall be a proper and reasonable time.

**37. Death or incapacity**

- 
- (a) Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.
  - (b) The purchaser warrants to the vendor that the purchaser has the legal capacity to enter into this Contract.

**38. Purchaser acknowledgements**

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The purchaser acknowledges that they are purchasing the property:

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- (a) In its present condition and state of repair;
  - (b) Subject to all defects latent and patent;
  - (c) Subject to any infestations and dilapidation;
  - (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
  - (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser shall not be entitled to make any objection, claim or requisition, delay completion, rescind or terminate in respect of or relating to any of the matters covered by this clause.

### **39. Late completion**

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- (a) In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 8% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.
- (b) In addition to clause 39(a) the purchaser shall pay the sum of \$220.00 (inclusive of GST) to cover the legal costs and expenses incurred by the vendor as a consequence of the delay, as a genuine pre-estimate of these additional costs and expenses, to be paid on completion.
- (c) The purchaser shall not be entitled to require the vendor to complete this contract unless such interest and costs is paid to the vendor on completion and it is an essential term of this agreement that such interest be so paid

### **40. Agent**

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The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and

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declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

**41. Deposit bond**

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- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

**42. Mine subsidence**

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The purchaser may rescind this Contract if the owner of the improvements on the land is not entitled, as at the date of this Contract, to claim compensation from the Coal Mine Subsidence Fund in respect of any damage to the land and/or improvements arising from mine subsidence, and written communication from Subsidence Advisory NSW to that effect shall be conclusive for the purposes of this clause.

**43. Sewer lines location diagram**

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The parties acknowledge and agree that if the property is within the area serviced by Hunter Water Corporation, Hunter Water Corporation does not make Sewer Lines Location Diagrams available in the ordinary course of administration.

**44. Contract alterations**

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The parties authorise their respective legal representatives (including employees of their legal representatives) to make alterations to this Contract

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(including any attachments hereto) after execution by a party, and such alterations will be binding on the party as if the alterations were made prior to execution by that party.

**45. Severability of clauses**

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Each clause of this Contract (including sub-clause and special condition) is severable from each other clause (including sub-clause and special condition) and the invalidity or unenforceability of any clause (including sub-clause and special condition) will not prejudice or affect the validity or enforceability of any other clause (including sub-clause or special condition).

**46. Requisitions**

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The purchaser may only make requisitions in the form attached.

**47. Claims for compensation**

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Notwithstanding any other provisions in this Contract the parties agree that any claim whether under Standard Condition 6 or 7 or otherwise, shall be deemed to be an objection or requisition for the purpose of Standard Condition 8 of the Contract.

**48. Deposit by instalments**

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- (a) Subject to clause 48(b), the parties agree that it is an essential term of this Contract that the deposit payable herein is ten percent (10%) of the purchase price ("the Deposit").
  - (b) If the vendor consents (which may be withheld in the vendor's absolute discretion) to a purchaser's request for the Deposit to be paid by way of instalments, then the following shall apply:
    - (i) The amount which is equivalent to 5% of the purchase price must be paid to the deposit holder on the making of this Contract and in this regard time is essential;
    - (ii) The balance of the Deposit must be paid to the vendor on the later of the date the vendor becomes entitled to keep or recover the deposit under clause 9.1 and Completion.
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**49. Electronic Settlement**

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- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
  - (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
  - (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
  - (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
  - (e) Settlement takes place when the financial settlement takes place.
  - (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
  - (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
  - (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

**50. Christmas holidays**

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If the date for completion would save for this clause fall after 19 December 2025 and before 12 January 2026 then the date for completion shall be 14 January 2026.

**51. FIRB**

- 
- (a) The Purchaser warrants that:
-

- 
- (i) the Purchaser is an “ordinarily resident” in Australia within the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) (FATA); and
  - (ii) the provisions of the FATA requiring the obtaining of approval to this transaction do not apply to the Purchaser and to this purchase.
- (b) In the event of there being a breach of this warranty, whether deliberately or unintentionally, the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof.
- (c) This warranty and indemnity in this special condition shall not merge on completion..

## **52. Guarantee for corporate purchaser**

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This clause applies if the purchaser is a proprietary company.

In consideration of the vendor contracting with the corporate purchaser

..... (the guarantors),

(print name/s of director/s)

as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser’s obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

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**SIGNED** by )  
the guarantors in the presence of: )

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name of Witness

## COMMERCIAL REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

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### Possession and tenancies

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

### Title

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

- (c) If a security interest has arisen or been granted over the inclusions, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to the inclusions. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.
- Rates and taxes**
13. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
14. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax?  
If so:
- (a) to what year has a return been made?
- (b) what is the taxable value of the Property for land tax purposes for the current year?
15. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.
- Survey, Building, fencing, etc**
16. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
17. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
- 18.
- (a) Have the provisions of the *Local Government Act 1993 (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations and instruments or former instruments been complied with?
- (b) Have there been any alterations to improvements since 1959 requiring the consent of the Local Council or other authority? If so, please provide details and evidence of consents.
- (c) Has the vendor a Building Information Certificate or Building Certificate? If so, it should be handed over on completion. Please provide a copy prior to completion.
- (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act 1979*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) Has there been any building work on the Property to which provisions of the *Home Building Act 1989 (NSW)* apply? If so, please provide details and state whether the work was done pursuant to an owner/builder permit or by a licensed builder and provide details as to the permit, names of the parties and licence number(s).
19. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922 (NSW)* or are there circumstances which would give rise to a notice or application under that Act in respect of the Property. If the answer is yes, please provide full details.
20. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
- (b) flooding or dampness of areas below ground levels?
- (c) functional problems with equipment such as air conditioning, roofs or inclinators, pool equipment, building management and security systems?
21. Are there any pipes or structures below the surface of the land which are not disclosed in the Contract?
22. Is there any development approval consent to use the Property which is not disclosed in the Contract?
23. Has all the structural work including any retaining walls been designed by a qualified structural engineer?
24. If the answer to any of Requisitions 20 to 23 is yes, please provide full details.
25. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property?
26. Is there any planning agreement or other arrangement referred to in s7.4 of the *Environmental Planning and Assessment Act*, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
27. Is there a swimming pool in the Property to which the *Swimming Pools Act 1992 (NSW)* applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 28.
- (a) To whom do the boundary fences belong?

- (b) Are there any party walls?
- (c) If the answer to Requisition 28(b) is *yes*, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)*?
29. Are any rainwater downpipes connected to the sewer? If so, they must be disconnected prior to completion.
- Use and enjoyment of the Property**
30. (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
- (i) whether there are any existing breaches by any party to it;
- (ii) whether there are any matters in dispute; and
- (iii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
- (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
- (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
- (c) Have the covenants and restrictions disclosed in the Contract been complied with?
31. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
- (c) any building line fixed by the Local Council affecting the land?
- (d) any judgment, order, decree or execution against the vendor or the Property?
- (e) any suit current, pending or proposed in respect of the Property?
- (f) any latent defects in the Property?
- (g) the existence of any contamination in or on the Property including, but not limited to, materials or substances dangerous to health such as asbestos, fibreglass or polyethylene or other flammable or combustible material including cladding?
32. Has the vendor any notice or knowledge that the Property is affected by any of the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice, order or proposed order requiring work to be done or money to be spent on the Property or any footpath or road adjoining? Full details of any notice, order or proposed order must be provided. Any notice or order must be complied with prior to completion.
- (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, the same must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the Property?
- (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- (g) any charge or liability including liability for restoration of the Property, or proceedings under the *Contaminated Land Management Act 1997 (NSW)* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or proceedings being commenced?
33. If the answer to any of Requisitions 32(a) to (g) is *yes*, please:
- (a) provide full details;
- (b) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
- (c) provide full details regarding the extent of any non-compliance.
34. (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land? If so, it must be shown that the vendor has a right thereto which will vest in the purchaser on completion.
- (c) Do any service connections for any other property pass through the Property?
35. Has asbestos, fibreglass or other material injurious to health been used in the construction of the Property? If the answer is *yes*, please provide full details.
36. Is the Property required for the purpose of paying a fine or satisfying an order for compensation?
37. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Warranties and service contracts**
38. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
39. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

**Zoning**

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

**Capacity**

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

**Requisitions and transfer**

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

**Completion**

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



FOLIO: 4/431446

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SEARCH DATE	TIME	EDITION NO	DATE
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17/6/2025	12:34 PM	13	10/11/2023

LAND

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LOT 4 IN DEPOSITED PLAN 431446  
AT MAYFIELD  
LOCAL GOVERNMENT AREA NEWCASTLE  
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP431446

FIRST SCHEDULE

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DENISON COMMERCIAL PROPERTY PTY LIMITED (T AT595141)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AT595142 MORTGAGE TO PERPETUAL CORPORATE TRUST LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: B/449609

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SEARCH DATE	TIME	EDITION NO	DATE
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17/6/2025	12:34 PM	8	10/11/2023

LAND

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LOT B IN DEPOSITED PLAN 449609  
LOCAL GOVERNMENT AREA NEWCASTLE  
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP449609

FIRST SCHEDULE

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DENISON COMMERCIAL PROPERTY PTY LIMITED (T AT595108)

SECOND SCHEDULE (5 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H922230 EASEMENT FOR SUPPORT APPURTENANT TO THE LAND ABOVE  
DESCRIBED AFFECTING THE PART OF THE BRICK WALL 11  
INCHES WIDE WITHIN LOT A IN DP449609
- 3 H922230 EASEMENT FOR SUPPORT AFFECTING THE PART OF THE  
BRICK WALL 11 INCHES WIDE WITHIN THE NORTH WESTERN  
BOUNDARY OF LOT B IN DP449609
- 4 J5611 CROSS EASEMENTS (SECTION 181B CONVEYANCING ACT,  
1919) AFFECTING THE PARTY WALL ON THE SOUTH EASTERN  
BOUNDARY OF LOT B IN DP449609
- 5 AT595109 MORTGAGE TO PERPETUAL CORPORATE TRUST LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: AUTO CONSOL 15328-70

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SEARCH DATE	TIME	EDITION NO	DATE
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17/6/2025	12:34 PM	4	13/11/2023

LAND

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LAND DESCRIBED IN SCHEDULE OF PARCELS

LOCAL GOVERNMENT AREA NEWCASTLE

PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

-----

DENISON COMMERCIAL PROPERTY PTY LIMITED

(T AT595112)

SECOND SCHEDULE (3 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H922230 CROSS EASEMENTS (S.181B CONVEYANCING ACT, 1919)  
AFFECTING THE PARTY WALL ON THE COMMON BOUNDARY OF LOT  
1 DP456098 WITHIN DESCRIBED & LOT B IN DP449609 SHOWN  
IN DP449609
- 3 AT595113 MORTGAGE TO PERPETUAL CORPORATE TRUST LIMITED

NOTATIONS

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NOTE: DISPOSAL OF ANY LOTS IN DP456098 MAY REQUIRE REGISTRATION OF A  
DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL  
PROPERTY ACT, 1900

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

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LOTS 1-2 IN DP431446

LOT 1 IN DP456098

TITLE DIAGRAM

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DP431446

DP456098.

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



D 264651

F.P. 431446 (E)

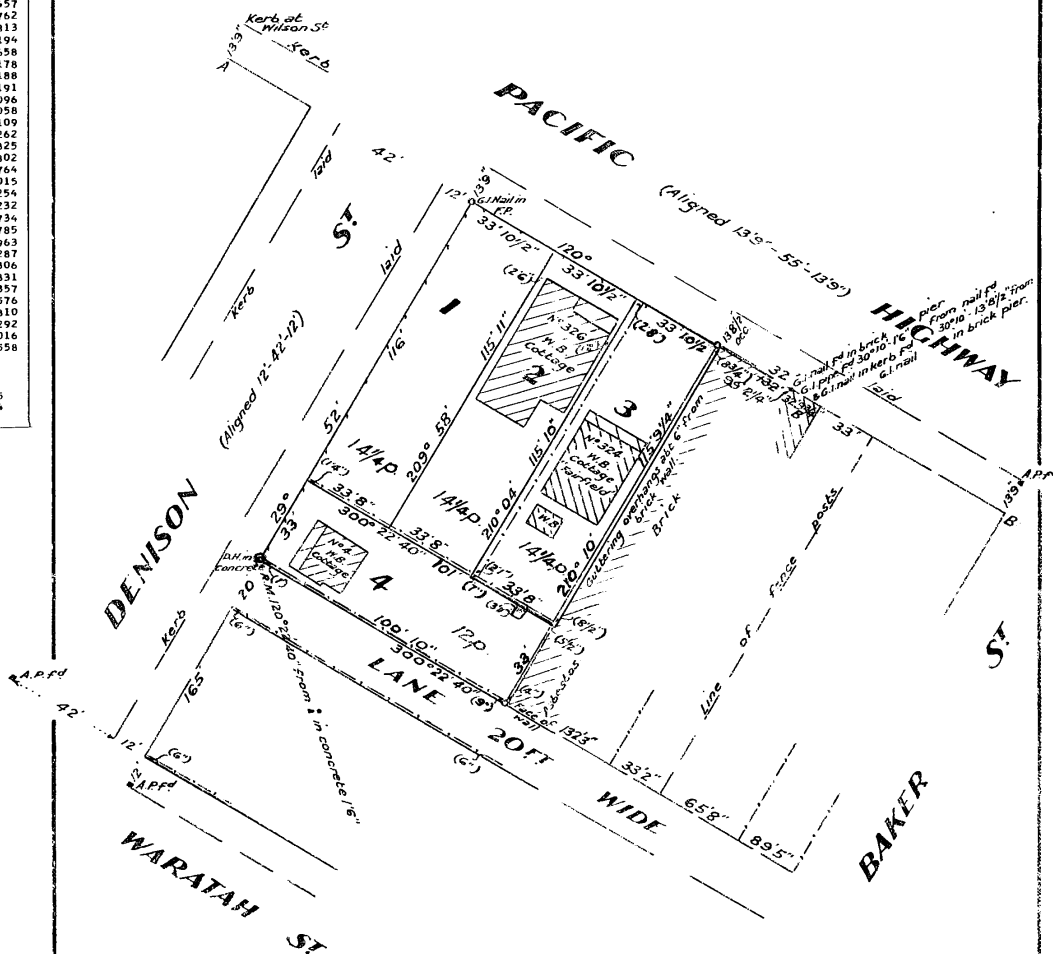
City of Greater Newcastle

PLAN

showing re-survey of Lots 1, 2, 3 & 4. Sec. A. D.P. 1550 at Waratah  
Parish of Newcastle County of Northumberland  
Scale 50 feet to an inch

CONVERSION TABLE ADDED IN  
DEPARTMENT OF LANDS

FEET	INCHES	METRES
0	3/8	0.010
2		0.051
4		0.102
5	1/2	0.140
6		0.152
7		0.178
8	1/2	0.216
9		0.229
10		0.254
1	6	0.457
2	6	0.762
2	8	0.813
3	11	1.194
12		3.658
13	8 1/2	4.178
13	8 7/8	4.188
13	9	4.191
20		6.096
33		10.058
33	2	10.109
33	8	10.262
33	10 1/2	10.325
42		12.802
55		16.764
65	8	20.015
89	5	27.254
99	2 1/4	30.232
100	10	30.734
101		30.785
101	7	30.963
115	9 1/4	31.287
115	11	31.331
116		31.357
120		31.576
132	3	40.310
165		51.292
420		128.016
467	8 1/2	142.558
AC	RD	P
12		301.5
14	1/4	360.4



I, Reginald Frederick Bruyn, of Newcastle, a surveyor registered under the Surveyors Act, 1923, do hereby solemnly and sincerely declare, (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933, by me, was completed on 14th July, 1942, and the reference mark has been placed as shown hereon. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

Datum line of Azimuth A-B

Surveyor registered under the Surveyors Act, 1923.

This is the plan marked "referred to in"

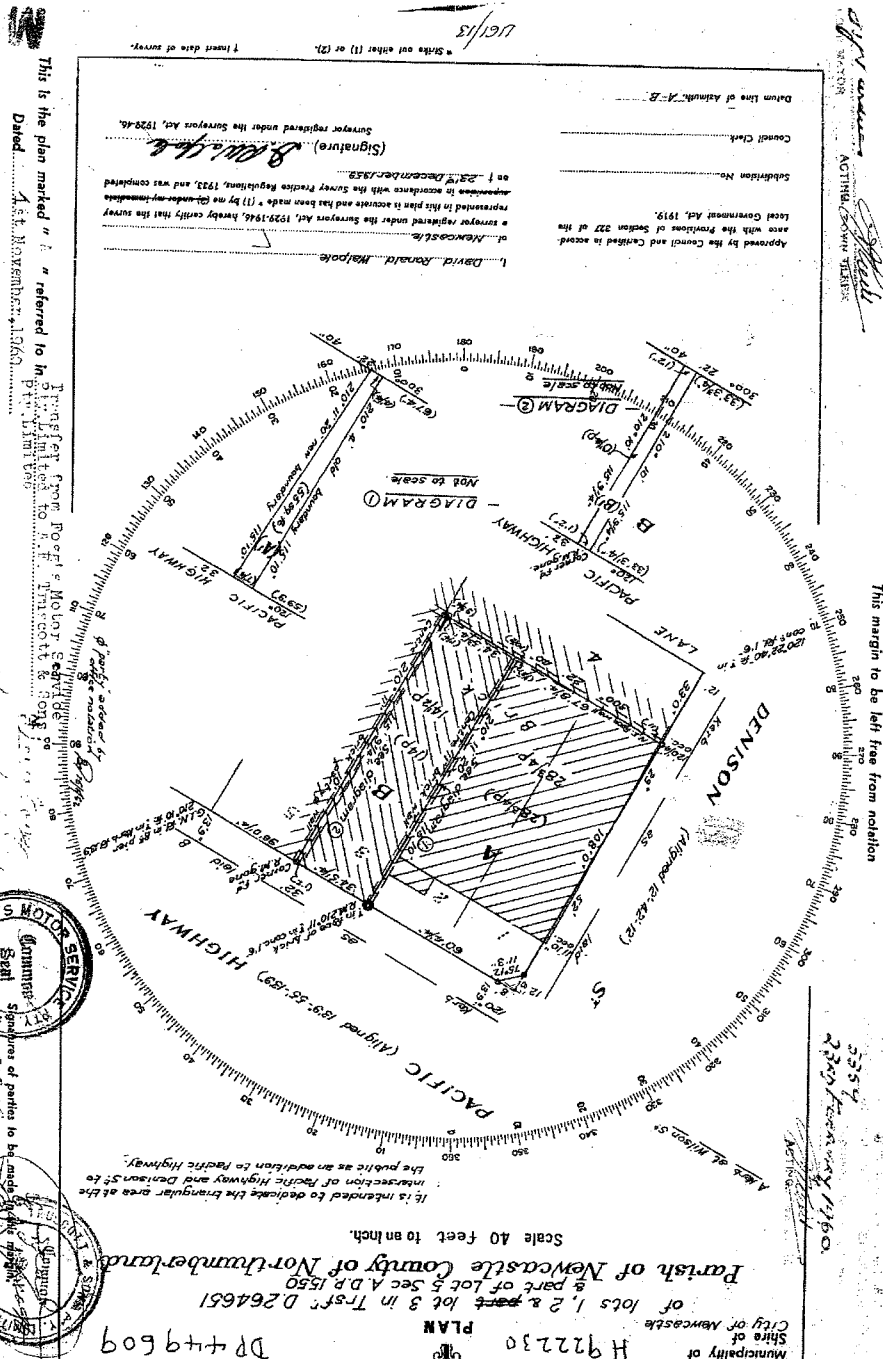
Dated

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CONVERSION TABLE ADDED IN  
 DEPARTMENT OF LANDS

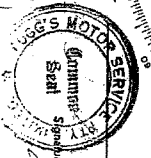
DP 449609

FEET INCHES	METRES
3 1/2	0.013
4 1/4	0.032
4 1/2	0.038
4 3/4	0.108
5 1/4	0.136
5 1/2	0.267
5 3/4	0.279
6 1/4	0.336
6 1/2	0.437
6 3/4	0.438
7 1/4	3.048
7 1/2	3.429
7 3/4	3.607
8 1/4	3.664
8 1/2	4.191
8 3/4	4.826
9 1/4	6.706
9 1/2	9.754
9 3/4	10.058
10 1/4	10.144
10 1/2	10.154
10 3/4	10.489
11 1/4	10.509
11 1/2	10.802
11 3/4	10.764
12 1/4	18.212
12 1/2	18.336
12 3/4	20.523
13 1/4	20.631
13 1/2	20.638
13 3/4	22.877
14 1/4	32.918
14 1/2	32.927
14 3/4	35.336
15 1/4	35.336
15 1/2	35.336
15 3/4	35.336
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100 1/4	35.336
100 1/2	35.336
100 3/4	35.336



AMENDMENTS AND/OR ADDITIONS NOTED ON  
 PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify  
 that this negative is a photograph made as a permanent record of a  
 document in my custody this 30th day of July 1980





THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

R.P. 13A. No. **H 654986**

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



£ s. d.  
Lodgment 2  
Endorsement 2 10  
Certificate 2 10  
Plan 1 10  
Stamp 10  
£ 6 10  
11.11.60

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and on permanent black non-copying ink.

**FOGG'S MOTOR SERVICE PTY. LIMITED**

If a less estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)  
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **SIX THOUSAND FIVE HUNDRED POUNDS** (£ 6,500.0.0) (the receipt whereof is hereby acknowledged) paid to it by

**A.E. TRUSCOTT & SONS PTY. LIMITED**

do hereby transfer to

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

**A.E. TRUSCOTT & SONS PTY. LIMITED** a Company duly incorporated according to the laws relating to Companies in the State of New South Wales and having its registered office at 330-334 Maitland Road, Mayfield

(herein called transferee)

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot sec D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol.

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Northumberland	Newcastle	Part	5418	123	being the whole of Lot 4 Section A D.F. 1550 and part of Lot 3 Section A D.F. 1550 being the western moiety of a wall 11" wide running along and parallel to the whole of the western boundary of the said Lot 3 as shown on the Plan annexed hereto and marked with the letter "A" the whole of which wall is hereby deemed to be a party wall within the meaning of Section 181 B of the Conveyancing Act 1919-1954 as amended
Being the whole of Lot 4 in plan lodged with Order D264651 and Lot A' in the plan annexed hereto TOGETHER WITH as appurtenant to Lot A' full and free right to use for the purpose of support of the wall erected on the western boundary of Lot B in the plan annexed hereto that land upon which is erected the eastern moiety of the said wall AND RESERVING unto the transferor as appurtenant to the said Lot B full and free right to use for the purpose of support of the same wall that part of the said Lot A' upon which is erected the western moiety of the said wall.					

N 26072

And the transferee covenant(s) with the transferor'

4 Strike out if unnecessary, or  
suitably adjust.

(i) if any easements are to  
be created or any excep-  
tions to be made; or

(ii) if the statutory coven-  
ants implied by the Act  
are intended to be varied  
or modified.

Covenants should comply with  
the provisions of Section 88 of  
the Conveyancing Act, 1919-  
1954.

ENCUMBRANCES, &c., REFERRED TO. \*

N I L

\* A very short note will suffice.

K 1165-2

1654086

11-922230

Plan Form No. 6 (for transfers, leases, etc.)

M.A.M.

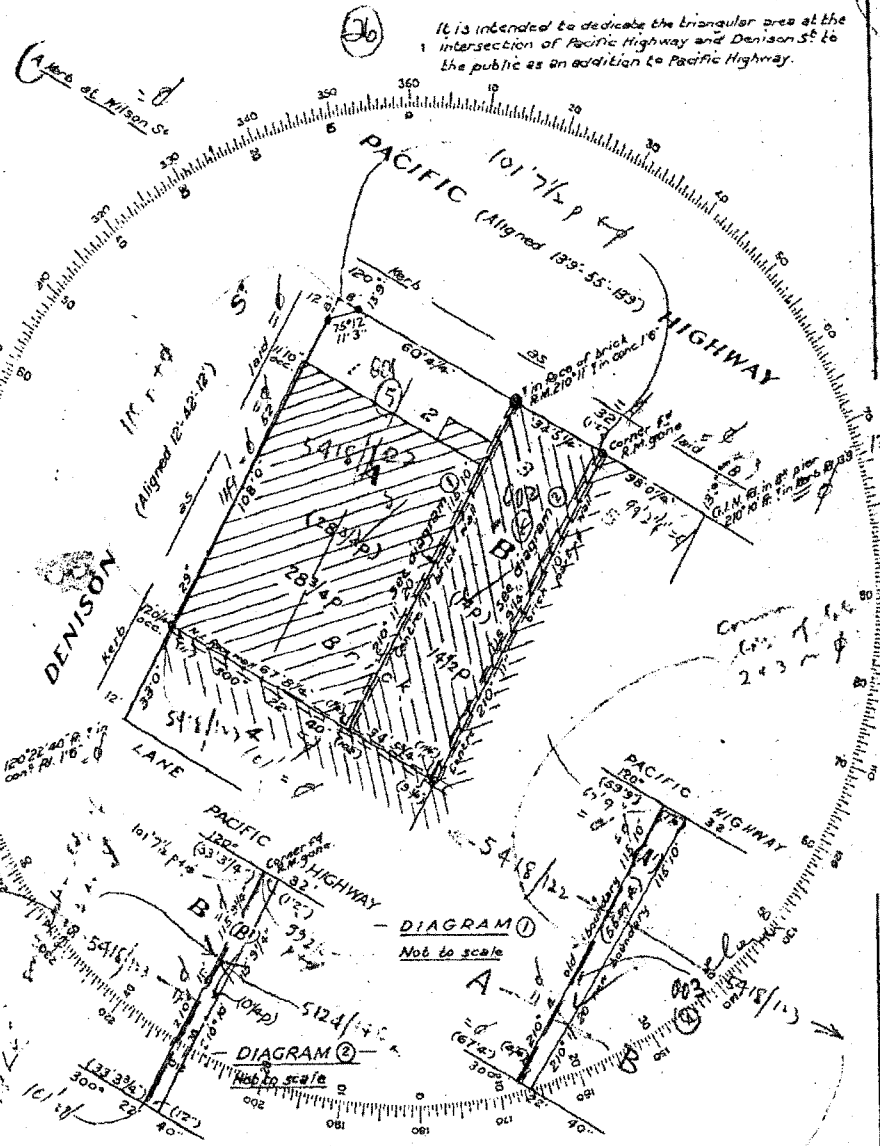
Municipality of  
Shire of  
City of Newcastle

PLAN

of lots 1, 2 & ~~part~~ lot 3 in Trsf<sup>r</sup> D264651 Bnyn 1941  
& part of Lot 5 Sec A.D.P. 1559  
Parish of Newcastle County of Northumberland

Scale 40 feet to an inch.

It is intended to dedicate the triangular area at the intersection of Pacific Highway and Denison St to the public as an addition to Pacific Highway.



This margin to be left free from notation

Signatures of parties to be made in this margin.

This is the plan marked " " referred to in

Dated

I, David Ronald Melpoie

of Newcastle  
a surveyor registered under the Surveyors Act, 1929-1946, hereby certify that the survey represented in this plan is accurate and has been made " (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 23<sup>rd</sup> December 1959

(Signature) *D.R. Melpoie*  
Surveyor registered under the Surveyors Act, 1929-46.

Approved by the Council and Certified in accordance with the Provisions of Section 327 of the Local Government Act, 1919.

Subdivision No. ....

Council Clerk .....

Datum Line of Azimuth: A-S

Strike out either (1) or (2).

Insert date of survey.

U61/13

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, observing the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 105 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Dominion, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent; (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Consulate-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at NEWCASTLE the 15 day of NOVEMBER 1960  
THE COMMON SEAL of FOGGS MOTOR SERVICE PTY LIMITED was hereunto affixed by STEPHEN WILLIAM MORGAN in the presence of: MARIE MORRIS



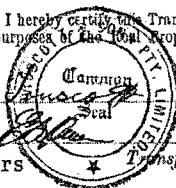
THE COMMON SEAL of A.E. TRUSCOTT & SONS PTY LIMITED was hereunto affixed by resolution of the Board of Directors signed in my presence by the transferee in the presence of:—

WHO IS PERSONALLY KNOWN TO ME

A. E. Truscott  
Secretary

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

E. J. Truscott  
Directors



#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19  
Signed in the presence of—

#### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument is signed or acknowledged by one of these parties.

Appeared before me at the day of one thousand  
nine hundred and the attesting witness to this instrument  
and declared that he personally knew the person  
signing the same, and whose signature thereto he has attested; and that the name purporting to be such  
signature of the said is own handwriting, and  
that he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently attesting liable to a penalty of £50; also to damages recoverable by parties injured. Assurances by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

H 654066

No. H 922230

LODGED BY L. CRISHOLM & CO.  
LAW STATIONERS  
160 CASTLEREAGH ST,  
SYDNEY

FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
  - (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
  - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
  - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
  - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1. *Plan* } Received Docs.  
2. *et* } Nos.  
3. }  
4. } Receiving Clerk.  
5. }  
6. }

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of 19  
Signed in my presence by

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Together with reserving easement for support</i>
Checked by	Particulars entered in Register Book, Volume <i>5418</i> Folio <i>23</i>
Passed (in S.D.B.) by	the <i>12th</i> day of <i>MARCH</i> 19 <i>62</i> at
Signed	minutes past <i>12</i> o'clock in the <i>noon</i> .
	<i>[Signature]</i> Registrar-General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>[Signature]</i>	<i>10.6.62</i>
Draft written	<i>[Signature]</i>	<i>12.5.62</i>
Draft examined	<i>[Signature]</i>	<i>30.5.62</i>
Diagram prepared	<i>[Signature]</i>	<i>31.5.62</i>
Diagram examined	<i>[Signature]</i>	<i>1.6.62</i>
Draft forwarded	<i>[Signature]</i>	<i>2.6.62</i>
Supt. of Engravers	<i>[Signature]</i>	<i>2.6.62</i>
Cancellation Clerk	<i>[Signature]</i>	<i>2.6.62</i>
Vol. <i>8368</i> Fol. <i>123</i>		

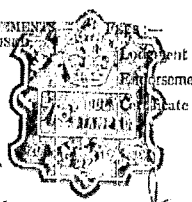




R.P. 13. No. 711421  
New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



1. s. 8  
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94. s. 8  
95. s. 8  
96. s. 8  
97. s. 8  
98. s. 8  
99. s. 8  
100. s. 8

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

If a less estate, strike out "in fee simple" and interline the required alteration.

b State in full the name of the person who furnished the consideration monies.

c Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

d The description may refer to parcels shown in the Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. Where these records are inadequate for the purpose, a suitable plan may be enclosed herewith or furnished as an annexure signed by the parties and their signatures witnessed.

Where the consent of the Council to a subdivision is required, the certificate of the plan mentioned in the Real Property Act, 1919, shall accompany the transfer.

e A very short note will suffice.

f Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 102 of the Real Property Act, 1900, Section 108 of the Conveyancing Act, 1919-1931 and Section 52A of the Evidence Act 1958-1964.

g Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

FOGGS MOTOR SERVICE PTY LIMITED

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TEN THOUSAND POUNDS (£10,000.) (the receipt whereof is hereby acknowledged) paid to it by

MUREX (AUSTRALASIA) PROPRIETARY LIMITED

do hereby transfer to

MUREX (AUSTRALASIA) PROPRIETARY LIMITED a company duly incorporated and having its registered office at Hobart in the State of Tasmania (herein called transferee)\*

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:

County.	Parish.	Reference to Title			Description of Land (if part only). (g)
		Whole or Part.	Vol.	Fol.	
NORTHUMBERLAND	NEWCASTLE	PART	5418	123	being Lot 2 in plan annexed to Transfer dealing number H 6428
		PART	5124	146	being Lot 2 of a resubdivision of Lot 3 in Deposited Plan Number 1550 and Lot 5 in D.P. No 1550 the eastern boundary being centre of an 11" brick party wall

## ENCUMBRANCES, &c., REFERRED TO:

Signed at the 19th day of December 1960.  
THE COMMON SEAL OF FOGGS MOTOR SERVICE PTY. LIMITED was hereunto affixed by Stewart William Murrell, Director, in the presence of

\*Signed

THE COMMON SEAL OF MUREX (AUSTRALASIA) PROPRIETARY LIMITED

Signed in my presence by the transferee was hereunto affixed by WHO IS PERSONALLY KNOWN TO ME in the presence of:

Secretary.

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

Director  
Director.  
Transferee(s).

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B. Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £500, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not the firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature of initials in the margin, or noticed in the attestation.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE OR FOOT NOTATION

N 30352



J 5611  
H 711421

LODGED BY JOHNSON & DYCE

PARTIAL DISCHARGE OF MORTGAGE.<sup>b</sup>  
(N.R.—Before execution read marginal note.)

SOLICITORS  
77a Hanbury Street,  
MAYFIELD

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

<sup>b</sup>This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.<sup>1</sup>

<sup>1</sup>Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS<sup>1</sup>

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_  
nine hundred and \_\_\_\_\_ the attesting witness to this instrument  
and declared that he personally knew \_\_\_\_\_ the person  
signing the same, and whose signature thereto he has attested; and that the name purporting to be such  
signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and  
that \_\_\_\_\_ he was of sound mind and freely and voluntarily signed the same.

<sup>1</sup>To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not a part of the instrument shall be required to be acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS ENCLOSED HEREWITH.
Checked by	Particulars entered in Register Book, Volume 8124 Folio 146	To be filled in by persons lodging deeds:
Placed (in S.D.B.) by	the 12th day of March 1962 at _____	Received _____ Does _____ Nos. _____
Signed by	Signature of _____ Registrar-General	Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROCESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Capt. of Engravers		
Communication Clerk		
VOL. 8368		122

FEES.

The Fees, which are payable on lodgment, are as follows:—

- £2 when the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- A supplementary charge of 10s. is made in each of the following:—
  - where a restrictive covenant is imposed; or
  - a new easement is created; or
  - a partial discharge of mortgage is endorsed on the transfer.
- Where a new Certificate of Title issues from the office charges are:—
  - £2 for every Certificate of Title not exceeding 15 folia and with no diagram;
  - £2 10s. 6d. for every Certificate of Title not exceeding 15 folia with one simple diagram;
  - as approved above more than one simple diagram, or an extensive diagram will appear.

Where the encroaching exceeds 15 folia, an amount of 5s. per folium, extra fee is payable.

D264651

F.P. 431446 ©

City of Greater Newcastle

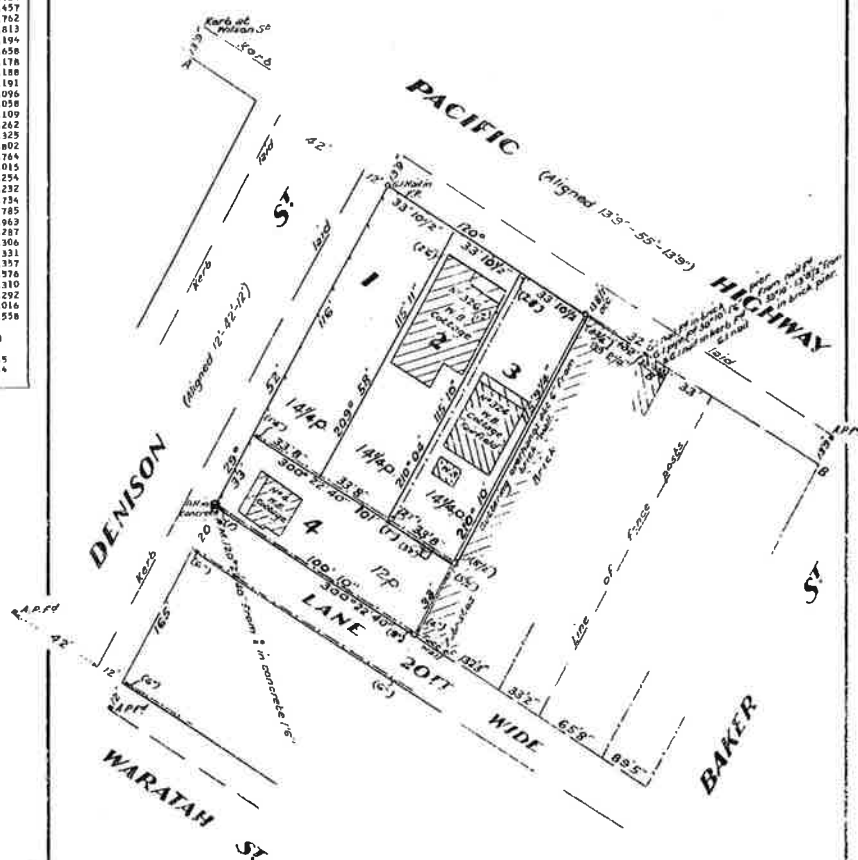
PLAN

showing re-survey of Lots 1, 2, 3 & 4 Sec A. D.P. 1550 at Waratah  
Parish of Newcastle County of Northumberland  
Scale 50 feet to an inch

CONVERSION TABLE ADDED IN  
DEPARTMENT OF LANDS

FEET	INCHES	METRES
0	1/8	0.010
2		0.051
4		0.102
5	1/2	0.140
6		0.152
7		0.178
8	1/2	0.218
9		0.229
10		0.254
1	8	0.457
2	6	0.762
2	8	0.813
3	11	1.494
12		4.698
13	8 1/2	4.178
13	8 7/8	4.188
13	9	4.191
20		6.096
33		10.058
33	2	10.109
33	8	10.262
33	10 1/2	11.125
42		12.802
55		16.764
65	8	20.015
89	5	27.254
98	2 1/4	30.232
100	10	31.734
101		31.785
101	7	31.963
116	9 1/4	35.287
118	10	35.306
115	11	35.331
116		35.357
120		36.576
132	3	40.310
145		50.292
420		128.016
467	8 1/2	142.558

AC RD P Sq M  
= 12 3000.5  
= 14 1/4 3600.4



I, Reginald Frederick Bruyn, of Newcastle, a surveyor registered under the Surveyors Act, 1929, do hereby solemnly and sincerely declare, (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1943, by me, was completed on 18th July 1942 and the reference mark has been placed as shown hereon. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

*Harold Glass*  
7/1

Datum line of Azimuth A-B

*R. F. Bruyn*  
Surveyor registered under the Surveyors Act, 1929.

This is the plan marked "referred to in"

Dated

Full dimensions and/or area(s) are not available for all lots. Any division of the lands herein may necessitate the lodgement of a plan of survey.

MAITLAND ROAD  
(PACIFIC HIGHWAY)

D P 431446

35.305

D P 190229

D P 431446

AREA NOT AVAILABLE

DP 456098

Registered:  GP 29.10.199

**Title System:** TORRENS

Purpose: DEPARTMENTAL

Ref. Map: U6357-84

**Last Plan: DP449609**

THIS PLAN HAS BEEN CREATED  
TO PROVIDE UNIQUE IDENTIFIER(S)

AUTO-CONSOL. TITLE FOR THE  
LAND COMPRISED IN FOLIO OF  
THE REGISTER  
VOLUME 15328 FOLIO 70

Lengths are in metres.

Reduction Ratio : NOT TO SCALE

L.G.A.: NEWCASTLE

LOCALITY:

**PARISH: NEWCASTLE**

COUNTY: NORTHUMBERLAND

LOTS	PRIOR IDENTITY
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1	PT LOT A IN DP449609
---	----------------------

D.C.D.B.

N	O	O	I	D	I	B
---	---	---	---	---	---	---

29 SEP 1960



R.P. 13A. No. **H 654086**

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

**FOGG'S MOTOR SERVICE PTY. LIMITED**



Edgment 2  
Endorsement 2  
Certificate 10  
Plan 10  
11-11-60

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

a If a less estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)  
being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **SIX THOUSAND FIVE HUNDRED POUNDS** (£ 6,500.0.0) (the receipt whereof is hereby acknowledged) paid to it by **A.E. TRUSCOTT & SONS PTY. LIMITED**

do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

**A.E. TRUSCOTT & SONS PTY. LIMITED** a Company duly incorporated according to the laws relating to Companies in the State of New South Wales and having its registered office at 330-334 Maitland Road, Mayfield (herein called transferee)

c The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot <sup>see 11 P.</sup> of the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. <sup>see 11 P.</sup> Fol. <sup>see 11 P.</sup>"  
Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

ALL such its Estate and Interest in ALL the land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Northumberland	Newcastle	Part	5418	123	being the whole of Lot 4 Section A D.F. 1550 and part of Lot 3 Section A D.F. 1550 being the western moiety of a wall 11" wide running along and parallel to the whole of the western boundary of the said Lot 3 as shown on the Plan annexed hereto and marked with the letter "A" the whole of which wall is hereby deemed to be a party wall within the meaning of Section 181 B of the Conveyancing Act 1919-1954 as amended
Being the whole of Lot 4 in plan lodged with Order 204651 and Lot A' in the plan annexed hereto TOGETHER WITH an appurtenant to Lot A' full and free right to use for the purpose of support of the wall erected on the western boundary of Lot B in the plan annexed hereto that land upon which is erected the eastern moiety of the said wall AND RESERVING unto the transferee as appurtenant to the said Lot B full and free right to use for the purpose of support of the same wall that part of the said Lot A' upon which is erected the western moiety of the said wall.					

*Handwritten signatures and initials*

N 26072

And the transferee covenant(s) with the transferor\*

\* Strike out if unnecessary, or  
suitably adjust,

- (i) if any easements are to  
be created or any excep-  
tions to be made; or
- (ii) if the statutory coven-  
ants implied by the Act  
are intended to be varied  
or modified.

Covenants should comply with  
the provisions of Section 88 of  
the Conveyancing Act, 1919-  
1984.

ENCUMBRANCES, &c., REFERRED TO. \*

N I L

\* A very short note will suffice.

K 1165-2



H654086

H-922230

Plan Form No. 6 (for transfers, leases, etc.)

Municipality of  
Shire of  
City of Newcastle

PLAN

of lots 1, 2 & part lot 3 in Trsf: D.264651 Brgn 1941  
 & part of Lot 5 Sec A.D.P. 1559  
 Parish of Newcastle County of Northumberland

Scale 40 feet to an inch.

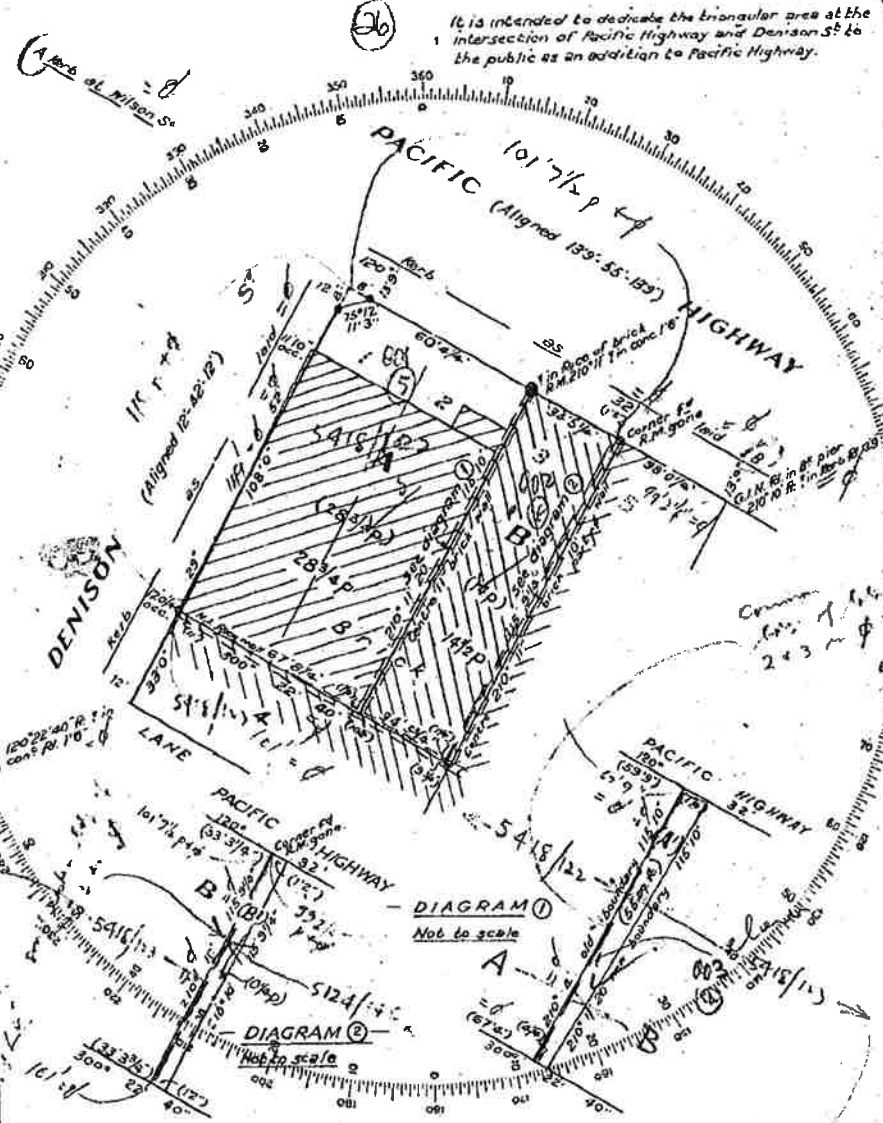
It is intended to dedicate the triangular area at the intersection of Pacific Highway and Denison St to the public as an addition to Pacific Highway.

This margin to be left free from notation

Signatures of parties to be made in this margin.

This is the plan marked " " referred to in

Dated



I, David Ronald Malpole

of Newcastle

a surveyor registered under the Surveyors Act, 1929-1946, hereby certify that the survey represented in this plan is accurate and has been made " (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 23<sup>rd</sup> December 1959

(Signature) *D. R. Malpole*  
 Surveyor registered under the Surveyors Act, 1929-46.

Approved by the Council and Certified in accordance with the Provisions of Section 327 of the Local Government Act, 1919.

Subdivision No.

Council Clerk

Datum Line of Azimuth A-B

06/13

Insert date of survey

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witnesses should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 103 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possessor, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part of Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before

(i) a British Consular Officer

which includes a British

Minister, Envoy, Minister,

Chargé d'Affaires, Secretary of

Legation, Consul-General, Consul,

Acting Consul-General, Consul,

Acting Consul, Vice-Consul,

Pro-Consul, Consular Agent and

Acting Consular Agent. (ii) an Australian Consular Officer

(which includes an Ambassador,

High Commissioner, Minister,

Head of Mission, Commissioner,

Chargé d'Affaires, Consul-General

or Secretary at an Embassy,

High Commissioner's Office or

Legation, Consul-General,

Consul, Vice-Consul, Trade

Commissioner and Consular

Agent), who should affix his

seal of office, or the attesting

witness may make a declaration

of the due execution thereof

before one of such persons

(who should sign and affix

his seal to such declaration),

or such other person as the

said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at NEWCASTLE the 15 day of NOVEMBER 1960  
THE COMMON SEAL OF FOGGS MOTOR SERVICE PTY LIMITED was hereunto affixed by STEWART WILLIAM MORRIS in the presence of: MARIE MORRIS



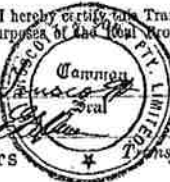
THE COMMON SEAL OF A.E. TRUSCOTT & SONS PTY LIMITED was hereunto affixed by resolution of the Board of Directors signed in my presence by the transferee in the presence of:—

WHO IS PERSONALLY KNOWN TO ME

M. A. E. Truscott  
Secretary

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

E. J. Truscott  
Directors



#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in the presence of—

#### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_  
nine hundred and \_\_\_\_\_ the attesting witness to this instrument  
and declared that he personally knew \_\_\_\_\_ the person  
signing the same, and whose signature thereto he has attested; and that the name purporting to be such  
signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and  
that \_\_\_\_\_ he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently attesting liable to a penalty of £20; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party transacting under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasures. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

H 654086

No. H 922230

LODGED BY **R. L. CRISHOLM & CO.**  
LAND STATIONERS  
180 CASTLEREAGH ST.  
SYDNEY

**FEEs.**

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 6s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
  - (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
  - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
  - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
  - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.Where the foregoing exceeds 15 folios, an amount of 6s. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

1. *Plan*  
2. *et*  
3. *et*  
4. *et*  
5. *et*  
6. *et*

Received Docs.  
Nos.  
Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**  
(N.B.—Before execution read marginal note.)

I,

*mortgagee under Mortgage No.*

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

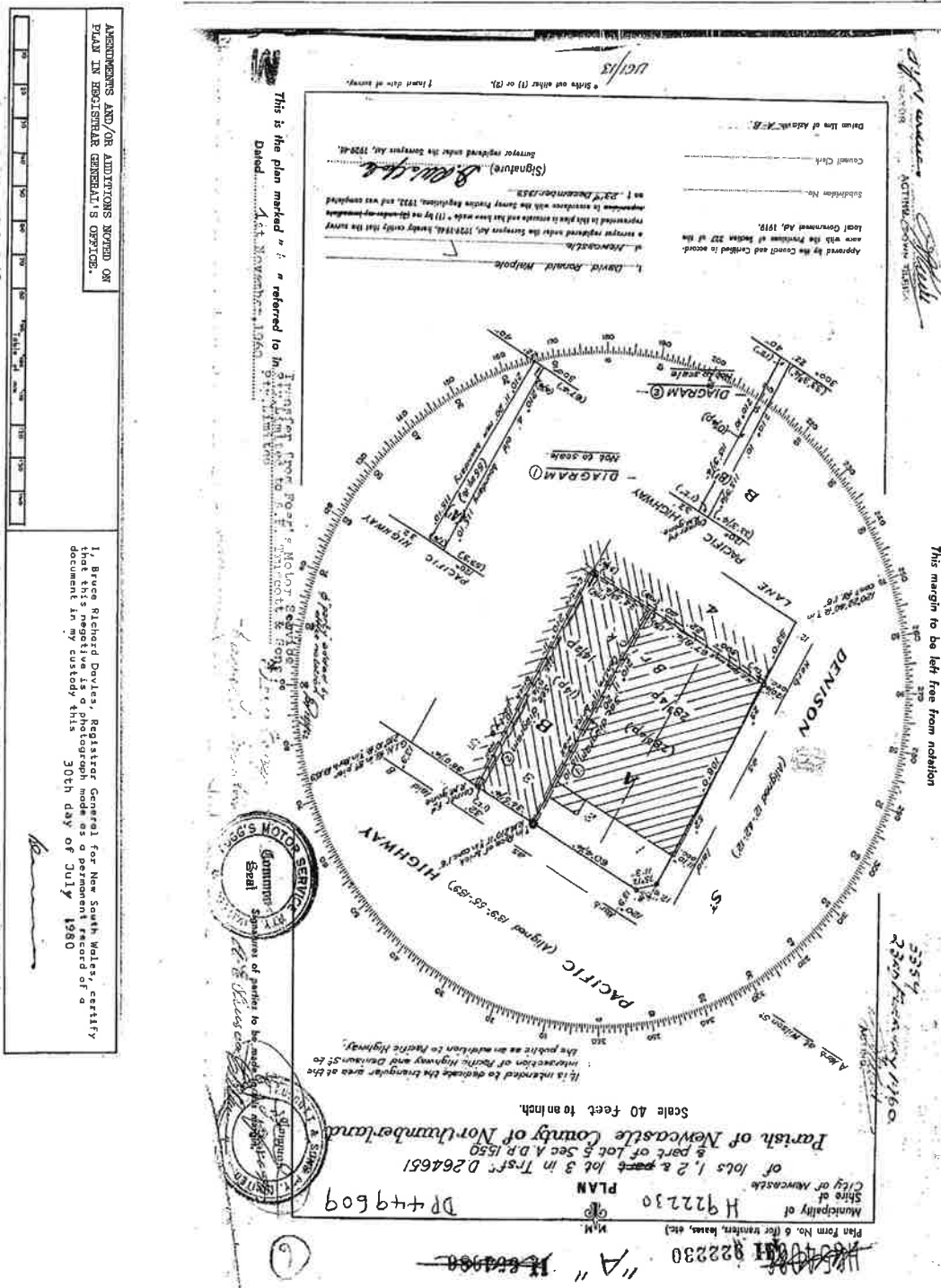
INDEXED	MEMORANDUM OF TRANSFER <i>Together with necessary consent for support</i>
Checked by	Particulars entered in Register Book, Volume <i>8418</i> Folio <i>123</i>
Passed (in S.D.B.) by	the <i>12th</i> day of <i>March</i> 19 <i>62</i> at minutes past <i>12</i> o'clock in the <i>noon</i> .
Signed by	<i>J. Watson</i> Registrar-General

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>et</i>	<i>12.5.62</i>
Draft examined	<i>et</i>	<i>12.5.62</i>
Diagram prepared	<i>et</i>	<i>20/5/62</i>
Diagram examined	<i>et</i>	<i>21/5/62</i>
Draft forwarded	<i>et</i>	<i>21/5/62</i>
Supt. of Engrasers	<i>et</i>	<i>21/5/62</i>
Cancellation Clerk	<i>et</i>	<i>21/5/62</i>
Vol. <i>8368</i>	Fol. <i>123</i>	



CONVERSION TABLE ADDED  
DEPARTMENT OF LANDS





City of  
Newcastle

# Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

**To:** Infotrack  
GPO Box 4029  
Sydney NSW 2001

**Certificate No:** PL2025/03046  
**Fees:** \$69.00  
**Receipt No(s):** D003443002

**Your Reference:** 1085

**Date of Issue:** 18/06/2025

<b>The Land:</b> Lot 1 DP 431446 326 Maitland Road Mayfield NSW 2304
-------------------------------------------------------------------------

## Advice provided on this Certificate:

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

## IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

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

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

All information provided is correct as at 18/06/2025. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

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## City of Newcastle

PO Box 489  
NEWCASTLE NSW 2300

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

## Customer Contact Centre

Ground floor,  
12 Stewart Avenue  
Newcastle West NSW 2302

## Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

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## Part 1:

### Advice provided under section 10.7(2)

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

#### 1. Names of relevant planning instruments and development control plans

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

##### State Environmental Planning Policies

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

##### Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

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

##### Proposed State Environmental Planning Policies

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

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

##### Planning Proposals for Local Environmental Plans and Draft Development Control Plans

Draft Development Control Plan 2023 applies to this land.

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

#### 2. Zoning and land use under relevant planning instruments

##### Newcastle Local Environmental Plan 2012

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

## Zone MU1 Mixed Use

*Note: Refer to [www.newcastle.nsw.gov.au](http://www.newcastle.nsw.gov.au) or [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) website for LEP instrument and zoning maps.*

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

### Zone MU1 Mixed Use

- **Objectives of zone**

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To support nearby or adjacent commercial centres without adversely impacting on the viability of those centres.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in, permitted without consent or prohibited

- **Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Camping grounds; Caravan parks; Cemeteries; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Heavy industries; Helipads; Open cut mining; Resource recovery facilities; Rural industries; Secondary dwellings; Semi-detached dwellings; Sewage treatment plants; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recycling facilities; Water supply systems

- **Additional permitted uses**

The land does not have additional permitted uses.

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

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

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

- **Area of Outstanding Biodiversity Value**

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

- **Heritage conservation area**

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

- **Heritage items**

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

### 3. Contributions plans

The following contribution plan/s apply to the land.

#### **Section 7.11 Development Contributions Plan:**

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

#### **Section 7.12 Development Contributions Plan:**

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

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

#### **Section 7.24 Housing and Productivity Contribution:**

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

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

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

#### **DRAFT Section 7.32 Affordable Housing Contributions Scheme:**

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

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

### 4. Complying development

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

#### **Wilderness area**

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

#### **State Heritage Register**

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

#### **Other Heritage Item**

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

#### **Environmentally Sensitive Area or Environmentally Sensitive Land**

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

#### **State Heritage Exemption**

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

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

---

**Draft Heritage Item**

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

**Heritage Conservation Area**

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

**Reserved for a Public Purpose**

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

**Acid Sulfate Soil**

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

**Significantly contaminated land**

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

**Biobanking agreement or property vegetation plan**

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

**Private land conservation agreement or set aside area**

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

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

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

**Coastline hazard, coastal hazard or coastal erosion hazard**

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

**Foreshore area**

The land is NOT in a foreshore area.

**25 ANEF contour or higher ANEF contour**

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

**Special area**

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

**Unsewered land**

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

**Schedule 5 of the Codes SEPP**

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

**General**

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

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

**5. Exempt development**

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State*

---

*Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

**Area of Outstanding Biodiversity Value**

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

**Area of Declared Critical Habitat**

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

**Wilderness area**

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

**Listed on the State Heritage Register**

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

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

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

**Siding Spring Observatory**

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

**General**

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

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

**6. Affected building notices and building product rectification orders**

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

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

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

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

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

**7. Land reserved for acquisition**

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

**8. Road widening and road realignment**

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

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

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

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

**9. Flood related development controls**

9(1) The land or part of the land is within the flood planning area for local catchment flooding and subject to flood related development controls.

9(2) The land or part of the land is not between the flood planning area for local catchment flooding and the probable maximum flood (PMF) and subject to flood related development controls.

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

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

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

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

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

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

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

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

## **11. Bush fire prone land**

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

## **12. Loose-fill asbestos insulation**

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

## **13. Mine Subsidence**

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

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

## **14. Paper subdivision information**

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

## **15. Property vegetation plans**

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

## **16. Biodiversity stewardship sites**



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

**17. Biodiversity certified land**

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

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

CN HAS NOT been notified that an order has been made under the *Trees (Disputes between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

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

**20. Western Sydney Aerotropolis**

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

**21. Development consent conditions for seniors housing**

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

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

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

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

**23. Water or sewerage services**

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

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

**24. Matters prescribed under the Contaminated Land Management Act 1997**

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

Issued without alterations or additions, 18/06/25  
Authorised by

**JEREMY BATH**  
**CHIEF EXECUTIVE OFFICER**



City of  
Newcastle

# Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

**To:** Infotrack  
GPO Box 4029  
Sydney NSW 2001

**Certificate No:** PL2025/03045  
**Fees:** \$69.00  
**Receipt No(s):** D003442998

**Your Reference:** 1085

**Date of Issue:** 18/06/2025

<b>The Land:</b> Lot 1 DP 456098 326 Maitland Road Mayfield NSW 2304
-------------------------------------------------------------------------

## Advice provided on this Certificate:

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

## IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

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

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

All information provided is correct as at 18/06/2025. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

---

## City of Newcastle

PO Box 489  
NEWCASTLE NSW 2300

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

## Customer Contact Centre

Ground floor,  
12 Stewart Avenue  
Newcastle West NSW 2302

## Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

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## Part 1:

### Advice provided under section 10.7(2)

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

#### 1. Names of relevant planning instruments and development control plans

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

##### State Environmental Planning Policies

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

##### Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

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

##### Proposed State Environmental Planning Policies

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

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

##### Planning Proposals for Local Environmental Plans and Draft Development Control Plans

Draft Development Control Plan 2023 applies to this land.

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

#### 2. Zoning and land use under relevant planning instruments

##### Newcastle Local Environmental Plan 2012

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

## Zone MU1 Mixed Use

*Note: Refer to [www.newcastle.nsw.gov.au](http://www.newcastle.nsw.gov.au) or [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) website for LEP instrument and zoning maps.*

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

### Zone MU1 Mixed Use

- **Objectives of zone**

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To support nearby or adjacent commercial centres without adversely impacting on the viability of those centres.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in, permitted without consent or prohibited

- **Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Camping grounds; Caravan parks; Cemeteries; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Heavy industries; Helipads; Open cut mining; Resource recovery facilities; Rural industries; Secondary dwellings; Semi-detached dwellings; Sewage treatment plants; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recycling facilities; Water supply systems

- **Additional permitted uses**

The land does not have additional permitted uses.

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

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

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

- **Area of Outstanding Biodiversity Value**

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

- **Heritage conservation area**

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

- **Heritage items**

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

### 3. Contributions plans

The following contribution plan/s apply to the land.

#### **Section 7.11 Development Contributions Plan:**

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

#### **Section 7.12 Development Contributions Plan:**

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

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

#### **Section 7.24 Housing and Productivity Contribution:**

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

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

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

#### **DRAFT Section 7.32 Affordable Housing Contributions Scheme:**

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

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

### 4. Complying development

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

#### **Wilderness area**

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

#### **State Heritage Register**

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

#### **Other Heritage Item**

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

#### **Environmentally Sensitive Area or Environmentally Sensitive Land**

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

#### **State Heritage Exemption**

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

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

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**Draft Heritage Item**

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

**Heritage Conservation Area**

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

**Reserved for a Public Purpose**

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

**Acid Sulfate Soil**

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

**Significantly contaminated land**

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

**Biobanking agreement or property vegetation plan**

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

**Private land conservation agreement or set aside area**

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

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

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

**Coastline hazard, coastal hazard or coastal erosion hazard**

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

**Foreshore area**

The land is NOT in a foreshore area.

**25 ANEF contour or higher ANEF contour**

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

**Special area**

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

**Unsewered land**

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

**Schedule 5 of the Codes SEPP**

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

**General**

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

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

**5. Exempt development**

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State*

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*Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

**Area of Outstanding Biodiversity Value**

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

**Area of Declared Critical Habitat**

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

**Wilderness area**

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

**Listed on the State Heritage Register**

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

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

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

**Siding Spring Observatory**

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

**General**

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

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

**6. Affected building notices and building product rectification orders**

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

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

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

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

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

**7. Land reserved for acquisition**

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

**8. Road widening and road realignment**

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

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

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

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

**9. Flood related development controls**

9(1) The land or part of the land is not within the flood planning area for local catchment flooding and subject to flood related development controls.

9(2) The land or part of the land is not between the flood planning area for local catchment flooding and the probable maximum flood (PMF) and subject to flood related development controls.

Our information currently indicates that the property is not flood prone land (land within the PMF) as defined by the NSW Government Flood Risk Management Manual 2023.

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

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

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

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

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

## **11. Bush fire prone land**

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

## **12. Loose-fill asbestos insulation**

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

## **13. Mine Subsidence**

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

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

## **14. Paper subdivision information**

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

## **15. Property vegetation plans**

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

## **16. Biodiversity stewardship sites**

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

## **17. Biodiversity certified land**

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

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



---

CN HAS NOT been notified that an order has been made under the *Trees (Disputes between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

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

**20. Western Sydney Aerotropolis**

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

**21. Development consent conditions for seniors housing**

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

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

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

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

**23. Water or sewerage services**

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

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

**24. Matters prescribed under the Contaminated Land Management Act 1997**

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

Issued without alterations or additions, 18/06/25  
Authorised by

**JEREMY BATH**  
**CHIEF EXECUTIVE OFFICER**



City of  
Newcastle

# Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

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**To:** Infotrack  
GPO Box 4029  
Sydney NSW 2001

**Certificate No:** PL2025/03044  
**Fees:** \$69.00  
**Receipt No(s):** D003442999

**Your Reference:** 1085

**Date of Issue:** 18/06/2025

<b>The Land:</b> Lot 2 DP 431446 326 Maitland Road Mayfield NSW 2304
-------------------------------------------------------------------------

## Advice provided on this Certificate:

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

## IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

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

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### Advice provided under section 10.7(2)

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

#### 1. Names of relevant planning instruments and development control plans

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

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State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

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State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

##### Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

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

##### Proposed State Environmental Planning Policies

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

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

##### Planning Proposals for Local Environmental Plans and Draft Development Control Plans

Draft Development Control Plan 2023 applies to this land.

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

#### 2. Zoning and land use under relevant planning instruments

##### Newcastle Local Environmental Plan 2012

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

## Zone MU1 Mixed Use

*Note: Refer to [www.newcastle.nsw.gov.au](http://www.newcastle.nsw.gov.au) or [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) website for LEP instrument and zoning maps.*

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

### Zone MU1 Mixed Use

- **Objectives of zone**

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To support nearby or adjacent commercial centres without adversely impacting on the viability of those centres.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in, permitted without consent or prohibited

- **Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Camping grounds; Caravan parks; Cemeteries; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Heavy industries; Helipads; Open cut mining; Resource recovery facilities; Rural industries; Secondary dwellings; Semi-detached dwellings; Sewage treatment plants; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recycling facilities; Water supply systems

- **Additional permitted uses**

The land does not have additional permitted uses.

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

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

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

- **Area of Outstanding Biodiversity Value**

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

- **Heritage conservation area**

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

- **Heritage items**

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

### 3. Contributions plans

The following contribution plan/s apply to the land.

#### **Section 7.11 Development Contributions Plan:**

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

#### **Section 7.12 Development Contributions Plan:**

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

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

#### **Section 7.24 Housing and Productivity Contribution:**

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

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

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

#### **DRAFT Section 7.32 Affordable Housing Contributions Scheme:**

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

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

### 4. Complying development

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

#### **Wilderness area**

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

#### **State Heritage Register**

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

#### **Other Heritage Item**

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

#### **Environmentally Sensitive Area or Environmentally Sensitive Land**

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

#### **State Heritage Exemption**

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

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

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**Draft Heritage Item**

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

**Heritage Conservation Area**

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

**Reserved for a Public Purpose**

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

**Acid Sulfate Soil**

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

**Significantly contaminated land**

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

**Biobanking agreement or property vegetation plan**

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

**Private land conservation agreement or set aside area**

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

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

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

**Coastline hazard, coastal hazard or coastal erosion hazard**

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

**Foreshore area**

The land is NOT in a foreshore area.

**25 ANEF contour or higher ANEF contour**

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

**Special area**

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

**Unsewered land**

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

**Schedule 5 of the Codes SEPP**

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

**General**

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

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

**5. Exempt development**

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State*

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*Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

**Area of Outstanding Biodiversity Value**

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

**Area of Declared Critical Habitat**

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

**Wilderness area**

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

**Listed on the State Heritage Register**

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

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

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

**Siding Spring Observatory**

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

**General**

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

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

**6. Affected building notices and building product rectification orders**

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

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

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

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

**7. Land reserved for acquisition**

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

**8. Road widening and road realignment**

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

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

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

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

**9. Flood related development controls**

9(1) The land or part of the land is within the flood planning area for local catchment flooding and subject to flood related development controls.

9(2) The land or part of the land is not between the flood planning area for local catchment flooding and the probable maximum flood (PMF) and subject to flood related development controls.

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

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

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

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

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

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

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

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

## **11. Bush fire prone land**

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

## **12. Loose-fill asbestos insulation**

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

## **13. Mine Subsidence**

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

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

## **14. Paper subdivision information**

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

## **15. Property vegetation plans**

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

## **16. Biodiversity stewardship sites**



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

**17. Biodiversity certified land**

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

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

CN HAS NOT been notified that an order has been made under the *Trees (Disputes between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

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

**20. Western Sydney Aerotropolis**

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

**21. Development consent conditions for seniors housing**

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

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

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

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

**23. Water or sewerage services**

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

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

**24. Matters prescribed under the Contaminated Land Management Act 1997**

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

Issued without alterations or additions, 18/06/25  
Authorised by

**JEREMY BATH**  
**CHIEF EXECUTIVE OFFICER**



City of  
Newcastle

# Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

**To:** Infotrack  
GPO Box 4029  
Sydney NSW 2001

**Certificate No:** PL2025/03043  
**Fees:** \$69.00  
**Receipt No(s):** D003442995

**Your Reference:** 1085

**Date of Issue:** 18/06/2025

<b>The Land:</b> Lot B DP 449609 324 Maitland Road Mayfield NSW 2304
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## Advice provided on this Certificate:

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

## IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

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

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

All information provided is correct as at 18/06/2025. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

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## City of Newcastle

PO Box 489  
NEWCASTLE NSW 2300

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

## Customer Contact Centre

Ground floor,  
12 Stewart Avenue  
Newcastle West NSW 2302

## Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

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## Part 1:

### Advice provided under section 10.7(2)

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

#### 1. Names of relevant planning instruments and development control plans

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

##### State Environmental Planning Policies

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

##### Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

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

##### Proposed State Environmental Planning Policies

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

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

##### Planning Proposals for Local Environmental Plans and Draft Development Control Plans

Draft Development Control Plan 2023 applies to this land.

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

#### 2. Zoning and land use under relevant planning instruments

##### Newcastle Local Environmental Plan 2012

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

## Zone MU1 Mixed Use

*Note: Refer to [www.newcastle.nsw.gov.au](http://www.newcastle.nsw.gov.au) or [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) website for LEP instrument and zoning maps.*

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

### Zone MU1 Mixed Use

- **Objectives of zone**

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To support nearby or adjacent commercial centres without adversely impacting on the viability of those centres.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in, permitted without consent or prohibited

- **Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Camping grounds; Caravan parks; Cemeteries; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Heavy industries; Helipads; Open cut mining; Resource recovery facilities; Rural industries; Secondary dwellings; Semi-detached dwellings; Sewage treatment plants; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recycling facilities; Water supply systems

- **Additional permitted uses**

The land does not have additional permitted uses.

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

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

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

- **Area of Outstanding Biodiversity Value**

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

- **Heritage conservation area**

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

- **Heritage items**

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

### 3. Contributions plans

The following contribution plan/s apply to the land.

#### **Section 7.11 Development Contributions Plan:**

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

#### **Section 7.12 Development Contributions Plan:**

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

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

#### **Section 7.24 Housing and Productivity Contribution:**

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

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

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

#### **DRAFT Section 7.32 Affordable Housing Contributions Scheme:**

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

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

### 4. Complying development

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

#### **Wilderness area**

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

#### **State Heritage Register**

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

#### **Other Heritage Item**

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

#### **Environmentally Sensitive Area or Environmentally Sensitive Land**

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

#### **State Heritage Exemption**

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

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

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**Draft Heritage Item**

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

**Heritage Conservation Area**

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

**Reserved for a Public Purpose**

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

**Acid Sulfate Soil**

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

**Significantly contaminated land**

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

**Biobanking agreement or property vegetation plan**

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

**Private land conservation agreement or set aside area**

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

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

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

**Coastline hazard, coastal hazard or coastal erosion hazard**

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

**Foreshore area**

The land is NOT in a foreshore area.

**25 ANEF contour or higher ANEF contour**

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

**Special area**

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

**Unsewered land**

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

**Schedule 5 of the Codes SEPP**

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

**General**

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

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

**5. Exempt development**

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State*

---

*Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

**Area of Outstanding Biodiversity Value**

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

**Area of Declared Critical Habitat**

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

**Wilderness area**

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

**Listed on the State Heritage Register**

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

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

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

**Siding Spring Observatory**

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

**General**

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

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

**6. Affected building notices and building product rectification orders**

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

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

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

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

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

**7. Land reserved for acquisition**

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

**8. Road widening and road realignment**

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

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

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

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

**9. Flood related development controls**

9(1) The land or part of the land is within the flood planning area for local catchment flooding and subject to flood related development controls.

9(2) The land or part of the land is not between the flood planning area for local catchment flooding and the probable maximum flood (PMF) and subject to flood related development controls.

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

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

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

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

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

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

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

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

## **11. Bush fire prone land**

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

## **12. Loose-fill asbestos insulation**

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

## **13. Mine Subsidence**

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

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

## **14. Paper subdivision information**

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

## **15. Property vegetation plans**

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

## **16. Biodiversity stewardship sites**



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

**17. Biodiversity certified land**

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

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

CN HAS NOT been notified that an order has been made under the *Trees (Disputes between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

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

**20. Western Sydney Aerotropolis**

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

**21. Development consent conditions for seniors housing**

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

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

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

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

**23. Water or sewerage services**

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

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

**24. Matters prescribed under the Contaminated Land Management Act 1997**

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

Issued without alterations or additions, 18/06/25  
Authorised by

**JEREMY BATH**  
**CHIEF EXECUTIVE OFFICER**



City of  
Newcastle

# Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

**To:** Infotrack  
GPO Box 4029  
Sydney NSW 2001

**Certificate No:** PL2025/03042  
**Fees:** \$69.00  
**Receipt No(s):** D003442994

**Your Reference:** 1085

**Date of Issue:** 18/06/2025

<b>The Land:</b> Lot 4 DP 431446 4 Denison Street Mayfield NSW 2304
------------------------------------------------------------------------

## Advice provided on this Certificate:

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

## IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

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

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

All information provided is correct as at 18/06/2025. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

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## City of Newcastle

PO Box 489  
NEWCASTLE NSW 2300

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

## Customer Contact Centre

Ground floor,  
12 Stewart Avenue  
Newcastle West NSW 2302

## Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

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## Part 1:

### Advice provided under section 10.7(2)

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

#### 1. Names of relevant planning instruments and development control plans

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

##### State Environmental Planning Policies

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

##### Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

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

##### Proposed State Environmental Planning Policies

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

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

##### Planning Proposals for Local Environmental Plans and Draft Development Control Plans

Draft Development Control Plan 2023 applies to this land.

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

#### 2. Zoning and land use under relevant planning instruments

##### Newcastle Local Environmental Plan 2012

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

## Zone MU1 Mixed Use

*Note: Refer to [www.newcastle.nsw.gov.au](http://www.newcastle.nsw.gov.au) or [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) website for LEP instrument and zoning maps.*

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

### Zone MU1 Mixed Use

- **Objectives of zone**

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To support nearby or adjacent commercial centres without adversely impacting on the viability of those centres.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in, permitted without consent or prohibited

- **Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Camping grounds; Caravan parks; Cemeteries; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Heavy industries; Helipads; Open cut mining; Resource recovery facilities; Rural industries; Secondary dwellings; Semi-detached dwellings; Sewage treatment plants; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recycling facilities; Water supply systems

- **Additional permitted uses**

The land does not have additional permitted uses.

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

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

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

- **Area of Outstanding Biodiversity Value**

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

- **Heritage conservation area**

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

- **Heritage items**

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

### 3. Contributions plans

The following contribution plan/s apply to the land.

#### **Section 7.11 Development Contributions Plan:**

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

#### **Section 7.12 Development Contributions Plan:**

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

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

#### **Section 7.24 Housing and Productivity Contribution:**

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

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

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

#### **DRAFT Section 7.32 Affordable Housing Contributions Scheme:**

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

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

### 4. Complying development

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

#### **Wilderness area**

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

#### **State Heritage Register**

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

#### **Other Heritage Item**

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

#### **Environmentally Sensitive Area or Environmentally Sensitive Land**

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

#### **State Heritage Exemption**

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

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

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**Draft Heritage Item**

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

**Heritage Conservation Area**

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

**Reserved for a Public Purpose**

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

**Acid Sulfate Soil**

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

**Significantly contaminated land**

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

**Biobanking agreement or property vegetation plan**

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

**Private land conservation agreement or set aside area**

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

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

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

**Coastline hazard, coastal hazard or coastal erosion hazard**

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

**Foreshore area**

The land is NOT in a foreshore area.

**25 ANEF contour or higher ANEF contour**

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

**Special area**

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

**Unsewered land**

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

**Schedule 5 of the Codes SEPP**

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

**General**

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

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

**5. Exempt development**

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State*

---

*Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

**Area of Outstanding Biodiversity Value**

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

**Area of Declared Critical Habitat**

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

**Wilderness area**

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

**Listed on the State Heritage Register**

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

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

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

**Siding Spring Observatory**

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

**General**

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

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

**6. Affected building notices and building product rectification orders**

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

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

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

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

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

**7. Land reserved for acquisition**

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

**8. Road widening and road realignment**

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

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

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

**9. Flood related development controls**

9(1) The land or part of the land is within the flood planning area for local catchment flooding and subject to flood related development controls.

9(2) The land or part of the land is not between the flood planning area for local catchment flooding and the probable maximum flood (PMF) and subject to flood related development controls.

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

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

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

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

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

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

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

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## **11. Bush fire prone land**

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

## **12. Loose-fill asbestos insulation**

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

## **13. Mine Subsidence**

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

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

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

## **15. Property vegetation plans**

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

## **16. Biodiversity stewardship sites**



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

**17. Biodiversity certified land**

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

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CN HAS NOT been notified that an order has been made under the *Trees (Disputes between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

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

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

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

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

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

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**24. Matters prescribed under the Contaminated Land Management Act 1997**

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

Issued without alterations or additions, 18/06/25  
Authorised by

**JEREMY BATH**  
**CHIEF EXECUTIVE OFFICER**

**LEASE**  
New South Wales  
Real Property Act 1900

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

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

**STAMP DUTY**

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

Duties Assessment No. \_\_\_\_\_

(A) **TORRENS TITLE**

Property leased  
B/449609

(B) **LODGED BY**

Document  
Collection  
Box

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

**CODE**

**L**

Email: \_\_\_\_\_

Reference: \_\_\_\_\_

(C) **LESSOR**

Denison Commercial Property Pty Ltd ACN 667 200 740

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

(D)

Encumbrances (if applicable): \_\_\_\_\_

(E) **LESSEE**

DComp Pty Ltd ACN 126 185 153

(F)

**TENANCY:**

(G) 1. **TERM** ONE (1) YEAR

2. **COMMENCING DATE** 18 MARCH 2024

3. **TERMINATING DATE** 17 MARCH 2025

4. With an **OPTION TO RENEW** for a period of N.A.

set out in clause N.A. of N.A.

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

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

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

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

No. N.A.

9. The **RENT** is set out in clause No. 5 of ANNEXURE B


DATE \_\_\_\_\_


(H)

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

Company: Denison Commercial Property Pty Ltd ACN 667 200 740

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: 

Signature of authorised person:   
Maryam Younes (May 2, 2024 12:53 GMT+10)

Name of authorised person: Mohammed Younes

Office held: Director


Name of authorised person: Maryam Younes

Office held: Director

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

Company: DComp Pty Ltd ACN 126 185 153

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:   
Phang Alin Ngoei (Apr 15, 2024 09:32 GMT+7)

Signature of authorised person: \_\_\_\_\_

Name of authorised person: Ngoei phang alin

Office held: Director

Name of authorised person: \_\_\_\_\_

Office held: Director

(I) **STATUTORY DECLARATION\***

I \_\_\_\_\_  
solemnly and sincerely declare that—

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

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

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

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

☐ Other qualified witness [specify] \_\_\_\_\_,

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

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

Signature of witness: \_\_\_\_\_ Signature of applicant: \_\_\_\_\_

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

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

## ANNEXURE A – RETAIL LEASE 2021

SEE A SOLICITOR ABOUT THIS LEASE

**Lessor: Denison Commercial Property Pty Ltd** of 411/11 Dangar Street, Wickham NSW 2293

**Lessee: DComp Pty Limited** of 2/251 High Street, Penrith NSW 2750

This annexure consists of **13** pages.

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You can prepare your own version of Annexure A of this Lease. Except as permitted under the *Copyright Act 1968* (Cth) or consented to by the copyright owner (including by way of guidelines issued from time to time), no other part of this Lease may be reproduced without the specific written permission of The Law Society of New South Wales.

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

### SCHEDULE OF ITEMS

Item 1  
(cl 1.8) **Property: 322-324 Maitland Road, Mayfield NSW 2304**

Item 2  
(cls 3, 6.2.7) **Additional leased property: NIL**

Item 3  
(cl 1.4) **Lessor**  
Name: **Denison Commercial Property Pty Ltd**  
ACN/ABN: **667 200 740**

(cl 14.2) **Address for service of notices**  
Street address: **411/11 Dangar Street, Wickham NSW 2293**

Fax:  
Email: **younes.m.mohammed@gmail.com**

Item 4  
(cl 1.5) **Lessee**  
Name: **DComp Pty Ltd**  
ACN/ABN: **126 185 153**

(cl 14.2) **Address for service of notices**  
Street address: **2/251 High Street, Penrith NSW 2750**

Fax:  
Email:

**TENANCY (inc. share): sole tenant**



Maryam Younes (May 2, 2024 12:53 GMT+10)



Phang Alin Ngoei (Apr 15, 2024 09:32 GMT+7)

Item 5  
(cl 1.6, 13.1)  
(cl 13.74)  
(cl 14.2)

A. **The guarantor: Phang Alin Ngoei**

B. **Limit of guarantor's liability: No limit**

C. **Address for service of notices**  
Street address: **12/30-32 Johns Road, Auburn NSW 2144**

Fax:  
Email:

Item 6  
(cl 4.1)

**Term: one (1) year**

Item 7  
(cl 4.1)

**Commencing date: 18 March 2024**

Item 8  
(cl 4.1)  
(cl 12.1)

**Terminating date: 17 March 2025**

Item 9  
(cl 4)

**Option to renew**

- ~~A. Further period of years from to~~
- ~~B. Further period of years from to~~
- ~~C. Maximum period of tenancy under this lease and permitted renewals:~~
- ~~D. First day option for renewal can be exercised:~~
- ~~E. Last day option for renewal can be exercised:~~

Item 10  
(cl 5)

**Rent**

For the lease period:

From the commencement date  
to the first rent review date: **\$45,141.76 a year by monthly instalments of \$3,761.81 (including GST)**

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

Item 10  
(continued)  
(cl 5)

For the further period in item 9A:

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

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

For the further period in item 9B:

From the commencement date  
to the first rent review date:

(for example: Current market rent)

n.a.

Afterwards:

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

Item 11  
(cl 5)

### Outgoings

A. Share of outgoing: **100%**

B. Outgoings –

[Select applicable items]

☒ (a) local council rates and charges;

☒ (b) water sewerage and drainage charges;

☐ (c) land tax;

☐ (d) public liability insurance and building insurance;

☐ (e) all levies and contributions of whatsoever nature determined and/or levied by the owners corporation with the exception of any contribution to a capital works fund or special levy in respect of the strata scheme of which the property forms part (if applicable);

☒ (f) other: all costs and fees related to fire safety and the lessor's compliance with statutory fire safety obligations;

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

Item 12  
(cl 5.1.5)

**Interest rate: 8 %**

Item 13  
(cl 5.5)

### Rent review

Rent review date

Method of rent review

If Method 1 applies, increase by  
(the increase should show percentage  
or amount)

On the anniversary of the  
commencing date

n.a.

Method 1 is a fixed amount or percentage.

Method 2 is Consumer Price Index.

Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 14  
(cl 6.1)

**Permitted use: Retail shop**

Item 15  
(cl 8.1.1)

**Amount of required public liability insurance: \$20,000,000**

Item 16  
(cl 16)

**Bank Guarantee**

**Three (3)** month(s) rent and the lessee's proportion of outgoings increased by the rate of GST (expressed as a percentage) applicable from time to time.

Item 17  
(cl 17)

**Security Deposit**

**Three (3)** month(s) rent and the lessee's proportion of outgoings increased by the rate of GST (expressed as a percentage) applicable from time to time.

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

N.A.

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

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

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

**19. RETAIL LEASES ACT APPLIES**

- 19.1. The parties acknowledge that the Retail Leases Act does apply to this lease.
- 19.2. The lessee acknowledges that at least seven (7) days before entering into this lease, the lessee received:
  - (a) The NSW Retail Tenant's Guide; and
  - (b) The Lessor's Disclosure Statement.
- 19.3. Subject to Retail Leases Act, the lessor may impose reasonable conditions on any consent it provides to the transfer of this lease pursuant to clause 10 of Annexure B, including but not limited to the requirement that each of the assignor (being the existing lessee) and the guarantors remain liable after such transfer of this lease.

**20. UTILITIES**

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

**21. LESSEE'S GOODS AND FIXTURES**

- 21.1. The provisions of this clause 21 do not limit the generality of any other provision of this lease, including clauses 6 and 12 of Annexure B.
- 21.2. The lessee must not install or operate any plant, equipment, fixtures or other goods at the property that are likely to:
  - (a) disturb the efficient operation of the air conditioning system servicing the property;
  - (b) interrupt the efficient provision of electricity, gas or water to the property; or
  - (c) overload the cables, switchboards or sub-boards through which electricity is conveyed to the property.
- 21.3. Clause 12.5.4 of Annexure B is deleted and the following clause inserted in lieu thereof:
 

"12.5.4 the obligations of the lessee in clause 6.1, 6.2.1, 6.2.2 (use) and 21.2;"
- 21.4. Clause 12.3.2 of Annexure B is deleted and the following clause inserted in lieu thereof:
 

"12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal. In the event that the lessee at the time of the end of this lease is an assignee of this lease or a prior lease, the lessee must also remove anything fixed to the property by the former lessee or former lessees."

**22. ALTERATIONS TO THE PROPERTY**

- 22.1. The provisions of this clause 22 do not limit the generality of any other provision of this lease, including clause 7.6 of Annexure B.
- 22.2. The lessor is entitled to withhold consent (and will not be deemed to be unreasonable by doing so) if the lessee seeks consent to carry out alterations to the property:
  - (a) without first providing to the lessor plans and specifications of the proposed work; or
  - (b) that is likely to disturb the efficient operation of the air conditioning or other system servicing the property.
- 22.3. Any consent to alterations to the property will be deemed to incorporate the following conditions of consent:



- (a) that the lessee obtain at its expense all necessary approvals or permits necessary to enable the alterations to be lawfully executed;
  - (b) that the lessee provide copies of such approvals and permits prior to commencing the alterations; and
  - (c) the works required to effect the alterations are carried out in accordance with such approvals and permits.
- 22.4. The lessor may require as a condition of consenting to alterations to the property any one or more of the following additional conditions:
- (a) that the works shall be supervised by a person nominated by the lessor;
  - (b) that the works shall be executed by contractors or tradesmen as are approved by the lessor (which approval shall not be unreasonably withheld); and
  - (c) that the lessee pay all reasonable costs incurred by the lessor in considering the request for consent and in the supervision of the works, including the fees of architects or other consultants engaged by the lessor.

**23. CONDITION AND REPAIRS – ADDITIONAL OBLIGATIONS OF LESSEE**

- 23.1. In addition to the obligations imposed on the lessee pursuant to clause 7 of Annexure B and without limiting the generality of those obligations, the lessee must:
- (a) keep and maintain the waste pipes, drains and conduits originating in the property in a clean, clear and free-flowing condition between their points of origin and their entry into any drain;
  - (b) employ licensed tradesmen to clear any blockages which may occur in such waste pipes, drains and conduits;
  - (c) take all reasonable precautions to keep the premises free of all rodents, vermin, cockroaches, insects, pests, birds and animals, including but not limited to: engaging a licensed pest exterminator to attend at the property at least once in each year; and paying all charges for the treatment of the property by such licensed pest exterminator.
- 23.2. Clause 12.5.5 of Annexure B is deleted and the following clause inserted in lieu thereof:  
“12.5.4 the obligations of the lessee in clause 7 (repairs) and clause 23.1;”

**24. AIR CONDITIONING SYSTEM**

- 24.1. This clause 24 will only apply if an air conditioning system is installed in the property except if such air conditioning system is a tenant’s fixture.
- 24.2. Without limiting the generality of the provisions in Annexure B:
- (a) The lessee must maintain the air conditioning system in the property (including the equipment ancillary to such system) in a good and working order having regard to the condition of such system at the commencement of this lease.
  - (b) The lessee must pay for all repairs to the air conditioning system (including the equipment ancillary to such system), including the costs associated with the maintenance of such system.
  - (c) The lessee must cause the air conditioning system (including the equipment ancillary to such system) to be serviced according to the manufacturer’s recommendations at such intervals as are reasonable having regard to the nature of the system but not less than once in each year.
  - (d) The lessee must maintain records of the maintenance carried out to the air conditioning system (including the equipment ancillary to such system) and must produce same to the lessor within fourteen (14) days of a written request by the lessor for provision of same.
- 24.3. Clause 12.5 of Annexure B is varied by the insertion after 12.5.7 of the following:  
“12.5.7b the obligations of the lessee in clause 24.2;”

**25. OTHER MAINTENANCE OBLIGATIONS OF THE LESSEE**

- 25.1. Without limiting the generality of the provisions of Annexure B, the lessee must also:
- (a) maintain, service and repair any hot water system servicing the property;
  - (b) maintain, service and repair any grease trap servicing the property;
  - (c) promptly replace all broken light globes and tubes and other like items ordinarily used at the property; and
  - (d) remove all or any graffiti that may be found upon the interior or exterior of the property within two (2) business days of such graffiti appearing.
- 25.2. Clause 12.5 of Annexure B is varied by inserting after clause 12.5.8 the following:  
“12.5.8b the obligations of the lessee in clause 25.1; and”

**26. COMPLIANCE WITH NOTICES AND ORDERS**

- 26.1. Without limiting the generality of any of the provisions of Annexure B, the lessee must:
- (a) comply with all notices or orders which may be given by any authority having jurisdiction over the property or to any business or businesses being conducted at the property;
  - (b) provide a copy of all notices or orders to the lessor within seven (7) days of receipt of such notice or orders; and
  - (c) indemnify and keep the lessor indemnified for any failure of the lessee to comply with such notices or orders.
- 26.2. If the lessee fails to comply with any such notice or order, the lessor may (but without prejudice to any right of re-entry) enter the property and comply with any such notice or order. Any costs incurred by the lessor in complying with any such notice or order will constitute costs of remedying a default of the lessee for the purposes of this lease.
- 26.3. Clause 12.5 of Annexure B is amended by inserting after clause 12.5.8b the following:  
“12.5.8c the obligations of the lessee in clause 26.1; and”

**27. ADDITIONAL INSURANCE OBLIGATIONS**

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

**28. TRANSFER & SUB-LEASE – LESSEE CORPORATION**

- 28.1. If the lessee is a corporation, it will be treated for the purposes of this lease (in particular clause 10 of Annexure B) as having transferred this lease if the person or persons who beneficially own or control a majority of the lessee's shares at the Commencement Date cease to do so, except as a result of transmission on the death of a shareholder.
- 28.2. This clause 28 does not apply if the lessee is a corporation the shares of which are listed on the Australian Stock Exchange.

**29. TRANSFER OF PROPERTY BY LESSOR**

If the lessor sells, transmits or otherwise is divested of its interest in the property:

- 29.1. the lessor is released from any obligation under this lease arising after another person acquires the lessor's interest in the property;
- 29.2. if a Bank Guarantee has been issued by the lessee to the lessor under the terms of this lease, the lessee must promptly on request by the lessor replace such Bank Guarantee with a fresh Bank Guarantee in favour of the new owner; and
- 29.3. if a Security Deposit is held under this lease, the lessor must transfer the Security Deposit to the new owner.

**30. LESSEE'S ACKNOWLEDGEMENT & WARRANTY**

- 30.1. The lessee acknowledges and warrants that no promise, representation, warranty or undertaking has been given by or on behalf of the lessor:
- (a) in relation to the suitability of the property for the proposed use by the lessee;
  - (b) in relation to the legal requirements to enable the property to be used by the lessee for the proposed use;
  - (c) in relation to the quality or state of repair of fittings, finish, facilities and amenities of the property including any air conditioning system;
  - (d) in relation to the current or future uses to which other premises in the area in which the property is located will be used;
  - (e) in or to the effect that the other premises in the area in which the property is located will or will continue to be leased for any particular purpose; or
  - (f) in or to the effect that the lessor grants exclusivity to, or will ensure exclusivity for, the lessee in respect of the lessee's proposed use of the property;
- otherwise than as contained in this lease and any disclosure statement provided with it.
- 30.2. The lessee acknowledges that the lessor has entered into this lease relying upon the lessee's warranties in clause 30.1.

**31. LESSOR'S RESERVED RIGHTS**

The lessor may:

- 31.1. use the property for the passage of air conditioning equipment, fire and sprinkler systems, pipes, services, ducts, cables, electrical wiring, water, sewerage and drainage connections and other services through the property to other premises adjoining the property; and
- 31.2. enter the property at all reasonable times to install, maintain or repair any of those things.

**32. MISCELLANEOUS PROVISIONS**

- 32.1. Without limiting any other method of service, any notice served by the lessor will be effective if signed by its director, secretary, manager, employee, agent or solicitor.
- 32.2. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 32.3. The exercise of a power or right does not preclude:
  - (a) its future exercise; or
  - (b) the exercise of any other power or right.
- 32.4. The variation or waiver of a provision of this lease or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.
- 32.5. This lease is governed by the laws of New South Wales.
- 32.6. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.
- 32.7. In relation to the subject matter of this lease:
  - (a) this lease is the whole agreement between the parties; and
  - (b) this lease supersedes all oral and written communications by or on behalf of any of the parties.
- 32.8. In entering into this lease, each party:
  - (a) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this lease made by any person other than those expressly set out in this lease; and
  - (b) has relied entirely on its own enquiries in relation to the subject matter of this lease.
- 32.9. If any part of this lease is invalid or unenforceable, this lease does not include it. The remainder of this lease continues in full force.

- 32.10. Nothing in this lease merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.
- 32.11. To the extent of any inconsistency between the provisions contained in clauses 19 onwards in Annexure A and the other provisions of this lease, the provisions of clauses 19 onwards in Annexure A will prevail.
- 32.12. This lease is binding on each of the parties and their respective legal personal representatives, successors and assigns.

**33. DEMOLITION AND RELOCATION**

- 33.1. It is hereby agreed that, in the event that the lessor proposes to demolish the building or a substantial portion of the building of which the premises form part, the lessor may terminate this lease on the following terms and conditions on providing 90 days written notice to the lessee. The lessee must on or before the expiration of the notice period vacate the premises and the lease shall terminate and the rent and all other payments for which the lessee is liable shall be apportioned and paid in full to the date of termination.
- 33.2. The notice of termination must:
  - (a) provide details of the proposed demolition sufficient to indicate a genuine proposal for demolition within a reasonably practicable time after the lease is to be terminated;
  - (b) demonstrate that the proposed demolition cannot be carried out practicably without vacant possession of the premises;
  - (c) not require vacant possession in less than 90 days of the notice of termination.
- 33.3. On receipt of the notice of termination the lessee may terminate the lease by giving the lessor not less than 7 days written notice of termination at any time.
- 33.4. The lessor must compensate the lessee for the depreciated value of the tenant's fit out in the premises.

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## Execution by Lessor

I certify that I am an eligible witness and  
that the lessor signed this dealing in  
my presence.  
[See note \* at end]

) Certified correct for the purposes of the *Real*  
) *Property Act 1900* and signed by the lessor.

\_\_\_\_\_  
Signature of lessor

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Address of witness


\* Section 117 of the *Real Property Act 1900* requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

**OR**

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

Company: Denison Commercial Property Pty Ltd ACN 667 200 740

Authority: in accordance with Section 127 of the Corporations Act 2001


  
\_\_\_\_\_  
Signature of authorised person

Mohammed Younes

\_\_\_\_\_  
Name of authorised person

Director

\_\_\_\_\_  
Office held

  
\_\_\_\_\_  
Signature of authorised person

Maryam Younes

\_\_\_\_\_  
Name of authorised person

Director

\_\_\_\_\_  
Office held

Execution by Lessee

I certify that I am an eligible witness and that the lessee signed this dealing in my presence.  
[See note \* at end]

)  
)

Certified correct for the purposes of the *Real Property Act 1900* and signed by the lessee.

Signature of lessee

Signature of witness

Name of witness

Address of witness


\* Section 117 of the *Real Property Act 1900* requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

OR

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

Company:

Authority:

  
Phang Alin Ngoei (Apr 15, 2024 09:32 GMT+7)

Signature of authorised person:

Ngoei phang alin

Name of authorised person

Ngoei phang alin

Office held

Signature of authorised person:

Name of authorised person

Office held

**Execution by guarantor**

(cl 13)

I certify that I am an eligible witness and  
that the guarantor signed this dealing in  
my presence.

[See note \* at end]



Witness for Phang Alin Ngoei (May 1, 2024 17:30 GMT+10)

Signature of witness

Riky

Name of witness

Unit 501 15 Charles St Cani

Address of witness

) Certified correct for the purposes of the *Real*  
) *Property Act 1900* and signed by the guarantor.



Phang Alin Ngoei (Apr 15, 2024 09:32 GMT+7)

Signature of guarantor

\* Section 117 of the *Real Property Act 1900* requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.



Witness for Phang Alin Ngoei (May 1, 2024 17:30 GMT+10)



Phang Alin Ngoei (Apr 15, 2024 09:32 GMT+7)



## ANNEXURE B – RETAIL LEASE 2021

SEE A SOLICITOR ABOUT THIS LEASE

**Lessor:** Denison Commercial Property Pty Ltd of 411/11 Dangar Street, Wickham NSW 2293

**Lessee:** DComp Pty Limited of 2/251 High Street, Penrith NSW 2750

This annexure consists of 14 pages.

**Property:** 322-324 Maitland Road, Mayfield NSW 2304

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Phang Alin Ngoel (Apr 15, 2024 09:32 GMT+7)

## **CLAUSE 1    INTERPRETATION**

### **About this lease.**

- 1.1 There are three parts to this lease – a lease form or electronic lease render, Annexure A and this Annexure B.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items in Annexure A.
- 1.4 The lessor is named in item 3 in the schedule.
- 1.5 The lessee is named in item 4 in the schedule.
- 1.6 The guarantor is named in item 5A in the schedule, if there is a guarantor.
- 1.7 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.
- 1.8 In this lease, “property” means the Property leased in item 1 in the schedule .
- 1.9 In this lease, “Act” means the *Retail Leases Act 1994*.
- 1.10 This lease is subject to any provision of the Act that cannot be excluded.
- 1.11 In this lease “Secretary” has the same meaning as in the Act.
- 1.12 In this lease “Registrar” has the same meaning as in the Act.
- 1.13 A reference to any legislation is also a reference to any corresponding later legislation.
- 1.14 In the event of any inconsistency between Annexure A of this lease and any other part of this lease, Annexure A will prevail.

## **CLAUSE 2    GRANT OF LEASE**

The lessor grants to the lessee, and the lessee accepts, a lease of the property.

## **CLAUSE 3    ADDITIONAL LEASED PROPERTY**

### **What other property is leased?**

- 3.1 The lessor’s fixtures are included in the property.
- 3.2 If anything else is leased (such as furniture belonging to the lessor) and is described in item 2 in the schedule it is included in the property.
- 3.3 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with others. The lessor can set reasonable rules for sharing these common facilities.

## **CLAUSE 4    LEASE PERIOD**

### **How long is this lease for?**

- 4.1 This lease is for the period stated in item 6 in the schedule, commences on the date stated in item 7 in the schedule and ends on the date stated in item 8 in the schedule, subject to any extension under the Act.
- 4.2 If a further period, commencing when this lease ends, is stated in item 9A in the schedule then the lessee has the option to renew this lease for that period.
- 4.3 The lessee can renew this lease more than once if that is stated in item 9B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 9C in the schedule.

- 4.4 The lessee can exercise the option only if –
- 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 9D in the schedule and not later than the last day stated in item 9E in the schedule;
  - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
  - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.
- 4.5 After exercising the option the lessee must continue to pay all rents and outgoings on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.
- 4.6 A new lease will be the same as this lease except for –
- 4.6.1 the new rent;
  - 4.6.2 the commencement date and the termination date;
  - 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 9A and 9B in the schedule in the last lease allowed in item 9 in the schedule;
  - 4.6.4 item 9B becoming item 9A;
  - 4.6.5 adjustment of item 9C in the schedule; and
  - 4.6.6 adjustment of items 9D and 9E in the schedule. The number of days between the dates stated in items 9D and 9E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 9D and 9E in the schedule of this lease and the termination date of this lease are to correspond.

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

## CLAUSE 5 MONEY

### What money must the lessee pay?

- 5.1 The lessee must pay to the lessor or as the lessor directs –
- 5.1.1 the rent stated in item 10 in the schedule;
  - 5.1.2 the share stated in item 11A in the schedule of those outgoings stated in item 11B in the schedule and the utility charges referred to in clauses 5.23 and 5.24;
  - 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
  - 5.1.4 the reasonable cost to the lessor (including legal costs) of dealing with any application by the lessee for the lessor's consent or where applicable an owners corporation's consent under this lease (whether or not it is given);
  - 5.1.5 interest on these moneys at the rate stated in item 12 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
  - 5.1.6 registration fee for registration of this lease at NSW Land Registry Services (payable on delivery to the lessor's solicitor or conveyancer of the executed lease);
  - 5.1.7 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
  - 5.1.8 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the Act; and
  - 5.1.9 GST as provided for in clause 15.
- 5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.
- 5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.
- A request for payment can be made –
- 5.3.1 after the lessor has paid an outgoing; or
  - 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

- 5.4 If item 11B in the schedule refers to land tax, the liability of the lessee is not to exceed the amount of that liability had the amount of land tax payable by the lessor been assessed on the basis that the land was the only land owned by the lessor and that there was no special trust or non-concessional company involved and –
- 5.4.1 if the property is a strata lot, the relevant land tax is land tax on that lot; or
- 5.4.2 if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building.

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

- 5.5 The rent is to be reviewed on the rent review dates stated in item 13 in the schedule.
- If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 13 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.
- 5.6 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.7 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 13 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

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

- 5.8 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 13 in the schedule.

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

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

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

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

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

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

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

- 5.13.1 the provisions of this lease;
  - 5.13.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
  - 5.13.3 the gross rent, less the lessor's outgoings payable by the lessee;
  - 5.13.4 rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
  - 5.13.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.
- 5.14 The lessor or the lessee may inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.15 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.16 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.17.
- 5.17 The valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Registrar, upon application by the lessor or the lessee.
- 5.18 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer .
- 5.19 The valuer's decision is final and binding. The valuer must state how the decision was reached in accordance with the provisions of the Act.
- 5.20 If the valuer –
- 5.20.1 does not accept the nomination to act;
  - 5.20.2 does not decide the current market rent within 1 month after accepting the nomination;
  - 5.20.3 becomes incapacitated or dies; or
  - 5.20.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.21 The lessor and lessee must each pay half the valuer's costs.
- 5.22 If the lessor and lessee do not agree upon a valuer and neither applies for a valuer to be appointed within 6 months after a review date then the rent will not change on that rent review date.

### **Utility Charges**

- 5.23 The lessee must pay separately metered utility charges for utilities such as water usage, gas, electricity, telecommunications, trade waste or grease trap charges with respect to the property directly as they fall due.
- 5.24 If the utilities are not separately metered the lessor, acting reasonably, must apportion an amount attributable to the property. The amount apportioned by the lessor to the lessee must be paid by the lessee to the lessor on the next date that rent is due to be paid by the lessee to the lessor.
- 5.25 If the lessee does not pay the utility charges under either clause 5.23 or 5.24 the lessor may pay the same and immediately recover from the lessee the amount paid by the lessor as if the charges were rent in arrears payable by the lessee.

## **CLAUSE 6 USE**

### **How must the property be used?**

- 6.1 The lessee must –
- 6.1.1 use the property for the purpose stated in item 14 in the schedule and not for any other purpose;
  - 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
  - 6.1.3 keep the property clean and dispose of waste properly;
  - 6.1.4 comply with all laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there; and

- 6.1.5 do all things required by the lessor from time to time (including, without limitation, signing any documents required by the lessor) to enable the lessor to register its security interests under the *Personal Property Securities Act 2009* (Cth) and to release any security interests under that Act.
- 6.2 The lessee must not –
  - 6.2.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium;
  - 6.2.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property;
  - 6.2.3 hold any auction, bankrupt or fire sale in the property;
  - 6.2.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
  - 6.2.5 overload the floors or walls of the property;
  - 6.2.6 without the prior written consent of the lessor use any common area for any purpose other than for access to and egress from the property; or
  - 6.2.7 create a security interest (as that term is defined in the *Personal Property Securities Act 2009* (Cth)) in favour of a third party in respect of the additional leased property without the lessor's consent which must not be unreasonably withheld.

## CLAUSE 7 CONDITION AND REPAIRS

### Who is to repair the property?

- 7.1 The lessor must –
  - 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
  - 7.1.2 maintain the property in a structurally sound condition; and
  - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
  - 7.2.1 alter or improve the property;
  - 7.2.2 fix structural defects; or
  - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
  - 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
  - 7.3.2 maintain and decorate the shop front if the property has one;
  - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – ‘decorate’ here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. If it is any other work, or is required only because of the way the lessee uses the property, then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
  - 7.5.1 do the work immediately if there is an emergency; and
  - 7.5.2 do the work promptly and diligently in any other case.

If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.
- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).



## CLAUSE 8 INSURANCE AND DAMAGE

### What insurances must the lessee take out?

- 8.1 The lessee must keep current an insurance policy noting the interests of the lessor and covering –
- 8.1.1 liability to the public in an amount not less than the amount stated in item 15 in the schedule (for each accident or event); and
  - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property,
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

### What happens if the property is damaged?

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

## CLAUSE 9 ACCESS

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

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –
- 9.1.1 inspecting the condition of the property, or how it is being used;
  - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law;
  - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee;
  - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
  - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends;
  - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
  - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days' written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

## CLAUSE 10 TRANSFER, SUB-LEASE AND CHANGE IN CONTROL

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

- 10.1 The lessee must not transfer this lease without the lessor's written consent.
- 10.2 The lessor can withhold consent only if –
- 10.2.1 the proposed transferee proposes to change the use to which the property is put;
  - 10.2.2 the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor as at the date of request for the lessor's consent;
  - 10.2.3 in the case of a lease awarded by public tender, the proposed transferee fails to meet any criteria of the public tender;
  - 10.2.4 the lessee has not complied with clause 10.3 and clause 10.4; or
  - 10.2.5 section 80E of the Act applies.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial resources and retailing skills of the proposed transferee.
- 10.4 Before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with an updated lessor's disclosure statement within 14 days and, if the lessor fails to comply with such a request within 14 days after it is made, it is sufficient compliance by the lessee if the proposed assignee is provided with an updated lessor's disclosure statement completed by the lessee to the best of the lessee's knowledge (but with information as to current outgoings in place of information as to estimated outgoings).
- 10.5 The lessor must deal expeditiously with a request for consent to assignment of lease. Where the lessee has complied with clause 10.3 and clause 10.4, and the lessor has not within 28 days after the request was made or the lessee has complied with the requirements of section 41 of the Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, any duty and the registration fee for the transfer.
- 10.7 The lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion.
- 10.8 **Change in control of lessee: company**
- 10.8.1 If the lessee is a company and there is a proposal for the lessee or any company controlling the lessee to change its shareholding or change its constitution so that the effective control of the lessee is altered then that proposed change in control is treated as a proposed transfer of this lease and clause 10.1 applies.
  - 10.8.2 Clause 10.8.1 does not apply if the lessee is listed on the Australian Securities Exchange or, if the change occurs to a company controlling the lessee, that company is listed on the Australian Securities Exchange.

## CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

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

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoings for the land or the building of which the property is part when they fall due.



- 11.3 If the property is part of a building owned or controlled by the lessor –
- 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
- 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
- 11.3.2.1 allow reasonable use of the facilities and service connections including –
- the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
  - access by the lessee to service connections; and
  - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
- 11.3.2.2 maintain the facilities and service connections in reasonable condition.
- 11.4 The lessor must provide the lessee with an executed copy of the lease within 3 months after the lease is returned to the lessor or the lessor's solicitor, conveyancer or agent following its execution by the lessee. That 3 month period is to be extended for any delay attributable to the need to obtain any consent from a head lessor or mortgagee (being delay not due to any failure by the lessor to make reasonable efforts to obtain consent).
- 11.5 If this lease is for a term of more than 3 years or is to be registered –
- 11.5.1 the lessor must lodge the lease for registration in accordance with the *Real Property Act 1900* within 3 months after the lease is returned to the lessor or the lessor's solicitor, conveyancer or agent following its execution by the lessee; and
- 11.5.2 the 3 month period within which a lease must be lodged for registration is to be extended for any delay attributable to –
- 11.5.2.1 the need to obtain any consent from a head lessor or mortgagee (being delay not due to any failure by the lessor to make reasonable efforts to obtain consent), or
- 11.5.2.2 requirements arising under the *Real Property Act 1900* that are beyond the control of the lessor.
- 11.6 For the purposes of clause 11.5 the term of this lease includes any term for which the lease may be extended or renewed at the option of the lessee. Clauses 11.5 and 11.6 do not affect the operation of the *Real Property Act 1900*.
- 11.7 Where this lease is lodged for registration, the lessor must ensure that it is registered and
- 11.7.1 provide notification of registration and the relevant dealing number; or
- 11.7.2 provide the original registered lease to the lessee, where available.
- 11.8 Where this lease is lodged for registration, the lessee must assist with any requirements to achieve registration.
- 11.9 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

## CLAUSE 12 FORFEITURE AND END OF LEASE

### When does this lease end?

- 12.1 This lease ends –
- 12.1.1 on the date stated in item 8 in the schedule;
- 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
- 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if –
- 12.2.1 the lessee has repudiated this lease;
- 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
- 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*.

- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
- 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in (including any obligation to decorate under clause 7.3.3); and
  - 12.3.2 have removed any goods (unless otherwise directed by the lessor to the extent the lessor has any security interest) and anything that the lessee fixed to the property and have made good any damage caused by the removal.
- Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.
- 12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –
- 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
  - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
    - clause 4; and
    - clauses 5.5 to 5.22 inclusive;
  - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
  - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include –
- 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
  - 12.5.2 the obligations of the lessee in clause 5.1.2 (outgoings);
  - 12.5.3 the obligations of the lessee in clauses 5.23 to 5.25 (utility charges);
  - 12.5.4 the obligations of the lessee in clause 6.1, 6.2.1, 6.2.2 and 6.2.5 (use);
  - 12.5.5 the obligations of the lessee in clause 7 (repairs);
  - 12.5.6 the obligations of the lessee in clause 8.1 (insurance);
  - 12.5.7 the obligations of the lessee in clause 10 (transfer, sub-lease and change in control);
  - 12.5.8 the obligations of the lessee in clause 15 (GST); and
  - 12.5.9 the obligations of the lessee in clause 16 (bank guarantee) or clause 17 (security deposit).
- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease;
  - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property;
  - 12.7.3 the lessee abandons possession of the property; or
  - 12.7.4 a surrender of this lease occurs.

## **CLAUSE 13 GUARANTEE**

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

- 13.1 This clause applies if a guarantor of the lessee is named in item 5A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.

- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 5B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

#### CLAUSE 14 EXCLUSIONS AND NOTICES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
  - 14.2.1 signed by a party if it is signed by the party or the party's solicitor or conveyancer;
  - 14.2.2 served if it is served by the party or the party's solicitor or conveyancer;
  - 14.2.3 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*;
  - 14.2.4 served on the lessee if it is left at the property;
  - 14.2.5 served if it is sent by email or by fax to the email address or fax number for that party set out in the schedule (or any substitute email address or fax number given in writing by that party), unless it is not received;
  - 14.2.6 served if it is left at, or posted to, that party's address for service of notices as set out in the schedule (or any substituted address given in writing by that party);
  - 14.2.7 served on a person if it or a copy of it comes into possession of that person; and
  - 14.2.8 served at the earliest time it is served, if it is served more than once.

#### CLAUSE 15 GOODS AND SERVICES TAX

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply unless that consideration is expressed in this lease to be inclusive of GST.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 11B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

## CLAUSE 16 BANK GUARANTEE

- 16.1 If an amount or a number of months appears in item 16 in the schedule, clauses 16.2 to 16.6 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee for the performance of the lessee's obligations under this lease by an authorised deposit-taking institution trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor, acting reasonably, and for an amount equivalent to the number of months or the amount referred to in item 16 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease and the lessee must deliver to the lessor within 14 days of a notice from the lessor, an additional guarantee equal to the amount claimed.
- 16.4 The lessee agrees to vary the amount of the guarantee within 28 days of a written request from the lessor after any rent review so that the amount represents the equivalent of the number of months referred to in the schedule.
- 16.5 Subject to the provisions of section 16BA of the Act the lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee within 2 months after the lessee completes performance of the obligations under this lease for which the guarantee is provided as security.
- 16.6 If there is a change in lessor, the lessee must at the cost of the lessor provide a replacement guarantee that complies with clause 16.2 drawn in the name of the new lessor, within 2 months of receipt of a written request for a replacement guarantee.

## CLAUSE 17 SECURITY DEPOSIT

- 17.1 If an amount or a number of months appears in item 17 in the schedule, clauses 17.2 to 17.5 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor and any lodgment form to lodge the security deposit with the Secretary.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease and the lessee must deliver to the lessor within 14 days of a notice from the lessor, an additional amount equal to the amount claimed.
- 17.4 The security deposit will be held in accordance with Section 16C of the Act.
- 17.5 The lessee agrees to vary the amount of the security deposit within 28 days of a written request from the lessor after any rent review so that it represents the equivalent of the number of months referred to in the schedule.

## CLAUSE 18 STRATA

- 18.1 "Strata Acts" means the *Strata Schemes Management Act 2015* and the *Strata Schemes Development Act 2015*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices made under those Acts.
- 18.2 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the Strata Acts.
- 18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes Development Act 2015* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 **Strata Conversion**
  - 18.4.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval must not be unreasonably withheld.
  - 18.4.2 Unless the lessee raises an objection to the strata conversion referred to in clause 18.4.1, then within 14 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.

18.4.3 If the strata conversion occurs:

- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a capital works fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

**18.5 Not to prejudice interests of owners corporation.**

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

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

18.5.2 Upon the occurrence of any of the matters referred to in clause 18.5.1, the lessee must:

- 18.5.2.1 pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
- 18.5.2.2 pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.5.1; and
- 18.5.2.3 pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.

**18.6 Indemnity**

The lessee indemnifies the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.

**18.7 Use**

18.7.1 Where the property is a lot in a strata scheme the lessee must:

- 18.7.1.1 use the common property only in connection with the use of the property and to obtain access to and egress from the property;
- 18.7.1.2 co-operate with all other permitted users of the common property;
- 18.7.1.3 comply with the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease;
- 18.7.1.4 meet the cost of all damage to the common property caused by the lessee or any invitee or licensee of the lessee;
- 18.7.1.5 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it; and
- 18.7.1.6 permit the owners corporation access to the property on giving the lessee reasonable prior notice for the purpose of making and effecting any repairs to the common property.

18.7.2 Where the property is a lot in a strata scheme the lessor must use its reasonable endeavours to:

- 18.7.2.1 assist the lessee, at the expense of the lessee, to obtain the consent of the owners corporation to the lessee's fit out of the property (as approved by the lessor) and the lodgment of any development application in relation to the lessee's use of the property; and
- 18.7.2.2 cause the owners corporation to maintain and repair the common property, to the extent of any obligation of the lessor to maintain the building.

## IMPORTANT NOTES

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

If you are a lessor, a solicitor or conveyancer will prepare this lease for you. This lease is specifically for use for retail premises only. It imports requirements of the *Retail Leases Act 1994* which may not be appropriate for non-retail premises. This lease should not be used for a lease of non-retail premises.

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

1. This document creates legal rights and legal obligations.
2. The lessor must give a lessor's disclosure statement at least 7 days before the lease is entered into in accordance with the *Retail Leases Act 1994*.
3. Failure to register a lease can have serious consequences.
4. If an option for renewal is not exercised at the right time it will be lost.
5. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the Conveyancing Act 1919 applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
6. If there is a mortgage on the title to the property, ensure mortgagee consent is obtained.
7. Clause 15 provides for payment by the lessee of GST.
8. The Law Society of New South Wales is not responsible for any loss resulting from the use of this lease as printed whether authorised or not.

•  $\sigma_{\mu\nu}$

Dilemma & Resolution (Answer: 0000-88972-6647x7)












# Lease - 18.03.24

Final Audit Report

2024-05-01

Created:	2024-04-08
By:	Ashley Windus (ashley@winduslawyers.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC6q4x-OLXDmEKxDFWA5yl-baniRS4iGb

## "Lease - 18.03.24" History

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-  Document emailed to Phang Alin Ngoei (allen@dcomponline.com.au) for signature  
2024-04-08 - 0:37:24 AM GMT
-  Email viewed by Phang Alin Ngoei (allen@dcomponline.com.au)  
2024-04-15 - 1:16:51 AM GMT- IP address: 66.249.84.193
-  Document e-signed by Phang Alin Ngoei (allen@dcomponline.com.au)  
Signature Date: 2024-04-15 - 2:32:25 AM GMT - Time Source: server- IP address: 202.67.47.17
-  Document emailed to Witness for Phang Alin Ngoei (allen@dcomponline.com.au) for signature  
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-  Email viewed by Witness for Phang Alin Ngoei (allen@dcomponline.com.au)  
2024-04-29 - 4:00:18 AM GMT- IP address: 66.249.84.193
-  Document e-signed by Witness for Phang Alin Ngoei (allen@dcomponline.com.au)  
Signature Date: 2024-05-01 - 7:30:12 AM GMT - Time Source: server- IP address: 1.41.105.244
-  Agreement completed.  
2024-05-01 - 7:30:12 AM GMT











# Lease - 324 Maitland Road Mayfeild

Final Audit Report

2024-05-02

Created:	2024-05-02
By:	Ashley Windus (ashley@winduslawyers.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-OmIVF52f1RjdQloUGNe2wk3iy40V98p

## "Lease - 324 Maitland Road Mayfeild" History

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2024-05-02 - 1:57:18 AM GMT
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Signature Date: 2024-05-02 - 2:35:51 AM GMT - Time Source: server- IP address: 194.35.123.177
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-  Email viewed by Maryam Younes (maryam.younes53@gmail.com)  
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-  Agreement completed.  
2024-05-02 - 2:53:59 AM GMT





# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack  
4 DENISON  
MAYFIELD NSW

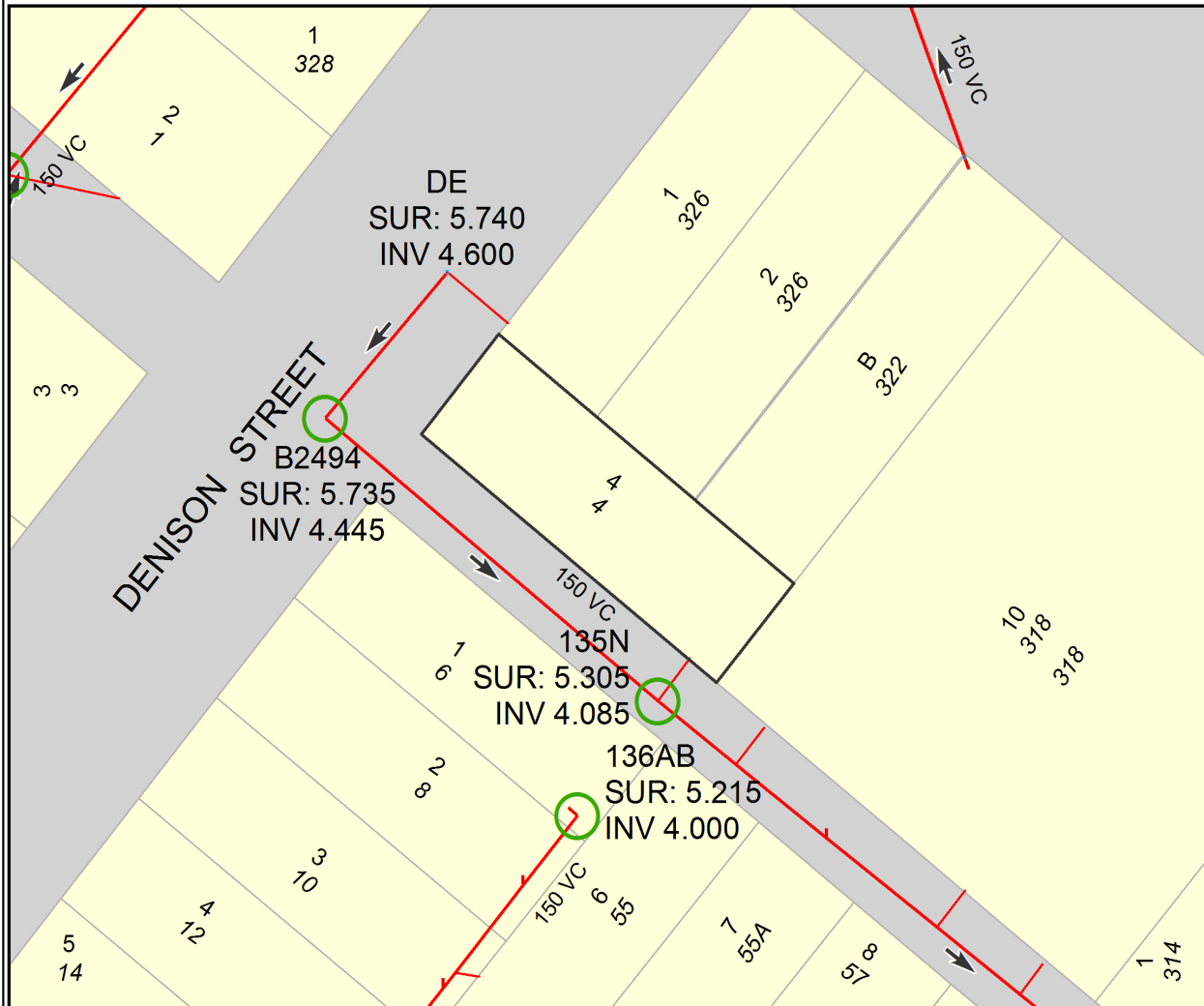
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APPLICANT REF: M 220322

RATEABLE PREMISE NO.: 1095510902

PROPERTY ADDRESS: 4 DENISON ST MAYFIELD 2304

LOT/SECTION/DP:SP: 4//DP 431446



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

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

#### IMPORTANT:

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

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

Date: 3/11/2022

Scale at A4: 1:500

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UTILITY DATA  
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# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack

324 MAITLAND

MAYFIELD NSW

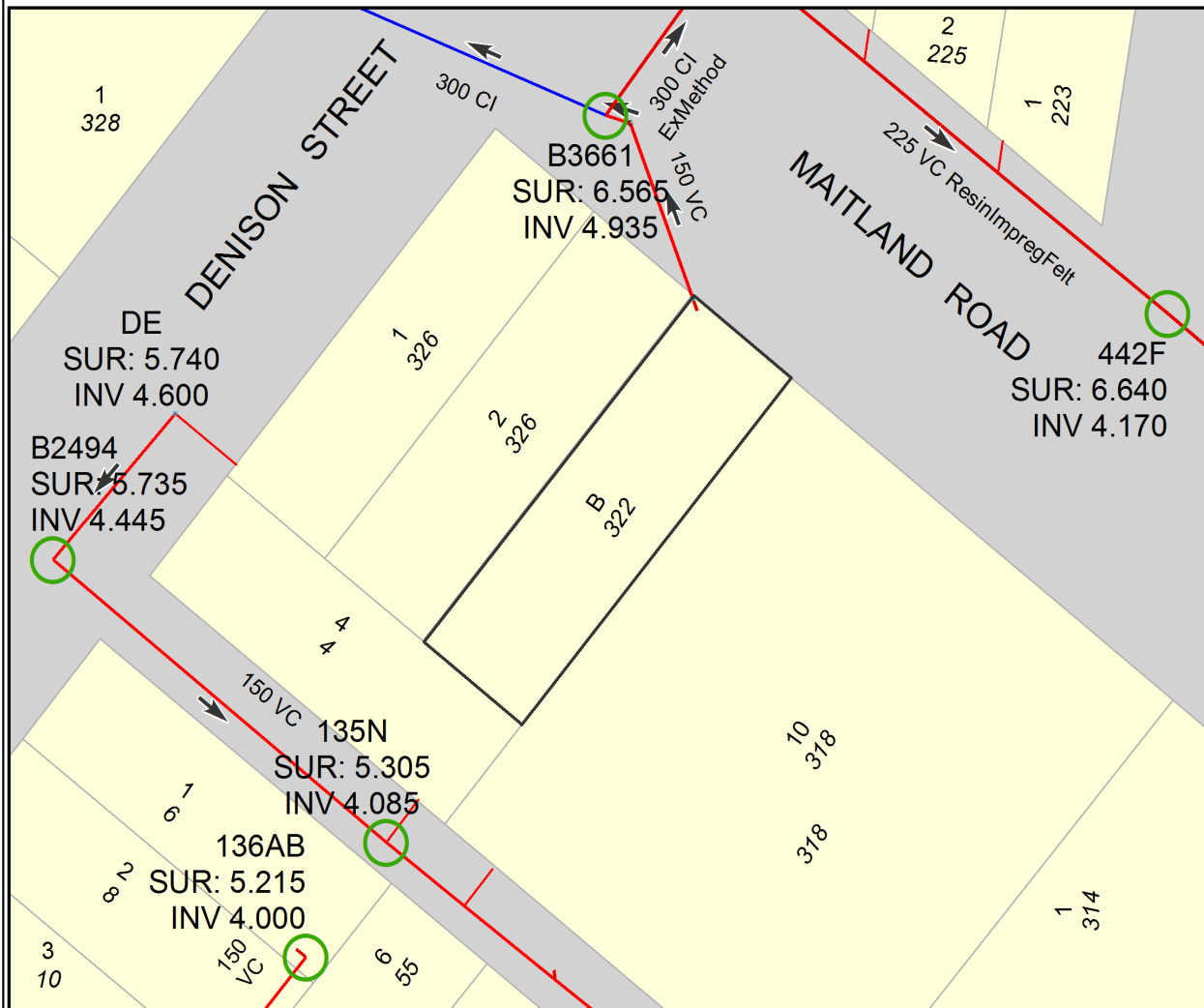
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APPLICANT REF: M 220322

RATEABLE PREMISE NO.: 3971310795

PROPERTY ADDRESS: 322 MAITLAND RD MAYFIELD 2304

LOT/SECTION/DP:SP: B//DP 449609



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SUBJECT PROPERTY BOLDED.  
ALL MEASUREMENTS ARE METRIC.

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

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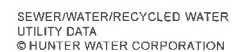
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AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

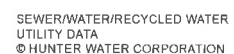
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# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

N/A

N/A

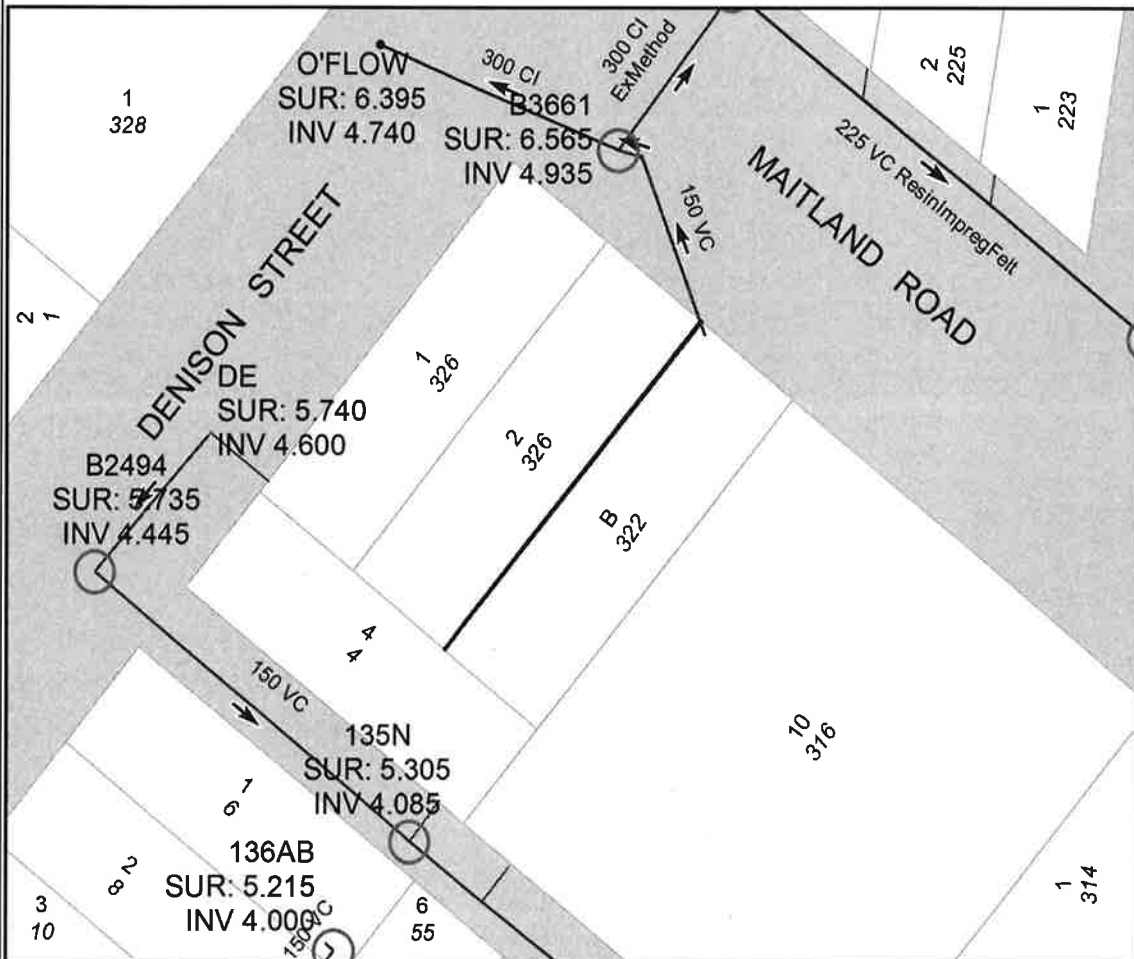
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APPLICANT REF: M 20200554

RATEABLE PREMISE NO.: 2971310794

PROPERTY ADDRESS: 326 MAITLAND RD MAYFIELD 2304

LOT/SECTION/DP:SP: 1//DP 456098



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

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

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

Date: 25/06/2020

Scale at A4: 1:500

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