

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	UPSTATE Suite 15, Level 1, 888 Pittwater Road, Dee Why 2099	phone +61 2 99719000 fax ref
co-agent	Not Applicable	phone fax ref
vendor	DANLEX SUPERANNUATION FUND PTY LIMITED ACN 068 161 035 ATF DANLEX SUPERANNUATION FUND ABN 29 029 494 393 C/- 34/62 North Steyne, Manly NSW 2095	
vendor's solicitor	OWEN HODGE LAWYERS Level 2, 12-14 Ormonde Parade, Hurstville NSW 2220 PO Box 187, Hurstville BC NSW 1481 DX 11344 HURSTVILLE email: ohl@owenhodge.com.au	phone (02) 9570 7844 fax (02) 9570 9021 ref 251309
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	15/1125-1127 PITTWATER ROAD, COLLAROY NSW Registered Plan: Lot 15 Section 66939 in Strata Plan SP Folio Identifier 15/SP66939 <input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: COMMERCIAL PREMISES	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or 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"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		

exclusions

purchaser

purchaser's
 solicitor
 conveyancer

phone
fax
ref

price \$ _____

deposit \$ _____ (10% of the price, unless otherwise stated)

balance \$ _____

contract date _____ (if not stated, the date this contract was made)

buyer's agent _____

Vendor

Executed by DANLEX SUPERANNUATION FUND PTY LIMITED
 ACN 068 161 035 in accordance with s.127 of the Corporations Act
 2001

Signature of Director:
 (Print Full Name):
 Director

Signature of Director/Secretary:
 (Print Full Name):
 Director/Secretary

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

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit bond** (clause 3) NO yes
Proposed electronic transaction (clause 30) no YES
 Parties agree that the deposit be invested (clause 2.9) NO yes

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 *RW payment*: (residential withholding payment) NO yes
 (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

***RW payment* (residential withholding payment) – further 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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

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

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

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

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

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

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

List of Documents

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

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

Sam Bandara
53 Sydney Road, Manly NSW 2095

Tel: (02) 8935 8533 Email: sam@lambandwalters.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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, Stock and Business 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:**

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
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.**

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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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 18B of the Swimming Pools Regulation 2008).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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

The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *RW payment*.
- 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.

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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 s 170 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; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 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 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.
- 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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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 14.5 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 not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.

25.9 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.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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'</i> <i>Conveyancing Transaction</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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <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>mortgagee details</i> | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <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> . |
- 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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

15/1125-1127 PITTWATER RD COLLAROY NSW 2091

SPECIAL CONDITIONS

These are the Special Conditions to the Contract for the Sale and Purchase of land

BETWEEN: DANLEX SUPERANNUATION FUND PTY LIMITED ACN 068 161 035 ATF DANLEX SUPERANNUATION FUND ABN 29 029 494 393

AND:

For the sale of the property known as: 15/1125-1127 PITTWATER ROAD COLLAROY NSW 2097

The terms of the printed Contract shall be read subject to these Special Conditions. If there is a conflict these Special Conditions shall prevail.

1. AGENT

The Purchaser warrants to the Vendor that he was not introduced to the Vendor or the property by any agent other than the agent (if any) referred to in this Contract, nor was any other agent the effective cause of this sale. The Purchaser agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to in this Contract), and also against any other liability whatsoever including legal fees on a solicitor/client basis incurred in defending any claim, arising from a breach of that warranty. This condition will not merge on completion.

2. ACKNOWLEDGMENTS

a) The Purchaser acknowledges that in entering into this Contract, the Purchaser has not relied on any conduct of the Vendor, nor any statement, representation or warranty made or given by or on behalf of the Vendor other than those set out in this Contract.

This Contract constitutes the entire agreement between the Purchaser and the Vendor.

b) The Purchaser acknowledges that the Purchaser has inspected the property, accepts it in its present state of repair and condition and will make no objection requisition or claim for compensation in connection with the state of repair or condition of the property.

3. AMENDMENTS TO PRINTED FORM OF CONTRACT

The printed form of the Contract for Sale and Purchase of Land is amended as follows:-

- a) Clause 7.1.1 is amended by deleting "5% of the price" and inserting "\$500.00".
- b) Clause 15 is amended by inserting the words "making time of the essence of this contract and calling for completion not less than fourteen (14) days from the date of service." at the end of the clause.
- c) Clause 16.5 is amended by deleting the words "plus another 20% of that fee."
- d) Clause 16.7 is amended by deleting the words "cash (up to \$2,000.00) or".
- e) The definition of "bank" in Clause 1 is amended by deleting the words "a building society or a credit union".

4. PARTY DYING, BECOMING MENTALLY ILL OR BANKRUPT.

Should the Vendor or the Purchaser (or if there be more than one, if any of them) die, become mentally ill or enter into any arrangement with creditors pursuant to Part X of the Bankruptcy Act 1966 (or being a company become insolvent or have a receiver, manager or liquidator

appointed or call a meeting of its creditors for the purpose of entering into any arrangement with creditors) before completion of this Contract, then unless the other party is prevented from doing so by an legislative provisions, the other party may rescind this Contract by notice in writing and this Contract shall then be at an end and the provisions of Clause 19 shall apply. Should any of such events occur giving rise to a right to rescind under this clause, such right of rescission must be exercised within 14 days (time being of the essence) of the party exercising the right receiving notice of the happening of such event, or thereafter the right shall be lost.

5. LIQUIDATED DAMAGES

If the Purchaser does not complete this Contract by the date for completion it is an essential provision of this contract that, in addition to the balance of the Price, the Purchaser must pay:

- a) An amount calculated as 10% per annum interest on the balance of the Price, computed at a daily rate from the day immediately after the date for completion to the day on which this Contract is completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss for late completion by the Purchaser.
- b) An additional \$220.00 (GST inclusive) on settlement, to cover legal costs and other expenses incurred as a consequence of the delay.
- c) The sum of \$440.00 to cover the legal costs and expenses incurred by the Vendor in the event that the Vendor issues a Notice to Complete.

6. FOREIGN INVESTMENT

The Purchaser warrants that the approval of the Foreign Investment Review Board ("FIRB") is not required for this purchase and indemnifies the Vendor against any penalties, costs or damages whatsoever suffered as a breach of this warranty. This special condition will not merge on completion.

7. GUARANTEE - WHERE PURCHASER A COMPANY

In consideration of the Vendor entering into this Contract with the Purchaser, it is an essential clause of this Contract that all directors of the Purchaser will guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any unlawful rescission or unlawful termination will not waive the obligation arising under this clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor.

Director/Guarantor

Director/Guarantor

8. GOODS AND SERVICES TAX ('GST')

The Purchaser agrees that the price is exclusive of GST and that the purchaser must pay on Completion to the vendor all GST payable in respect of this taxable supply, including an additional amount equal to 10% of the Purchase Price, in exchange for a valid tax invoice.

9. REQUISITIONS ON TITLE

The Purchaser agrees that the only form of general requisitions on title that it is entitled to raise under clause 5.1 of the contract are the Requisitions on Title, as annexed.

10. TENANCY

- (a) The purchaser is aware of the commercial tenancy at the property.
- (b) The Purchaser has made its own independent enquiries to ascertain the covenants, provisions, terms and conditions of the tenancy and has examined the lease documents annexed ("the Lease") which have resulted satisfactorily to the Purchaser.
- (c) The Vendor makes no warranty or representation in respect of the Lease or any tenant at the property other than as expressed in this contract.
- (d) The Purchaser shall take title subject to and shall not make any objection or requisition or claim in respect of the Lease or any matters arising therefrom.
- (e) The Vendor does not warrant that the Lease complies with the Retail Leases Act, 1994 ("the Act") where applicable, and the Purchaser is not entitled to make any objection, requisition or claim as to compliance with the Act. Clause 24.3 of the printed form of this contract is deleted.
- (f) The Vendor shall not grant any lease nor grant any surrender of Lease in respect of the property after the date of this contract without the prior written consent of the Purchaser. In the case of an assignment of Lease the Purchaser's consent must be sought by the Vendor and must not be unreasonably withheld but the Vendor may grant an assignment without such consent where the Vendor is required by a Lease to do so.
- (g) In relation to any documents which are to be stamped or registered but are not in fact stamped or registered as at the completion date the Vendor will pay to the Purchaser on completion any moneys it has received from the tenant on account of stamping and registration fees however, completion shall not be subject to nor conditional on such stamping or registration.
- (h) If on completion any certificate of title in respect of the property or any part of the property is at the Land Titles Office to enable registration of any lease or the surrender or assignment of any lease, the Purchaser shall not be entitled to require the Vendor to hand over that certificate of title on completion and the Vendor shall be entitled to hand to the Purchaser a direction to the Land Titles Office that upon registration of such lease or surrender or assignment, as the case may be, that the certificate of title and dealing should be sent to the Purchaser.
- (i) The Purchaser acknowledges that all fixtures, fittings and furnishings in the property belonging to or installed by any of the lessee is not included in this contract and does not form part of the property sold. The Purchaser is not entitled to make any objection or requisition or claim in respect of any fixtures fittings or furnishings removed by lessee pursuant to its rights under the lease.
- (j) The Vendor does not warrant that the lease will be in existence at the date of completion nor that the lessee will be in possession of the premises leased at the date of completion, nor that the lessee will not be in breach of any of the covenants or conditions of any of the Lease.
- (k) The Vendor is under no obligation to take any action to enforce or require observance or performance of any of the provisions of the Lease.
- (l) The Purchaser must from completion observe and perform all of the covenants, provisions, terms and conditions to be observed or performed by the Vendor in respect of the Lease.
- (m) The Purchaser indemnifies and will keep indemnified the Vendor from and against all actions, claims, costs, damages or proceedings of any nature whatsoever arising out of or in consequence of anything done or omitted to be done after completion in respect of the Lease. At the request of the Vendor the Purchaser will on or before completion enter a covenant with the Vendor that the Purchaser shall observe and perform all of the covenants to be observed

or performed by the Vendor in respect of the Lease as if the Purchaser had been named therein instead of the Vendor.

- (n) The Vendor shall be entitled to review the rent payable in respect of the Lease prior to completion if entitled to or required to do so under the Lease.
- (o) Rent and outgoings shall be adjusted on completion in accordance with Clauses 14 and 24 of the printed form of this contract. The Vendor does not warrant that any rent or outgoings payable in respect of the Lease have in fact been paid to the Vendor now or at completion.



FOLIO: 15/SP66939

SEARCH DATE	TIME	EDITION NO	DATE
9/9/2019	11:32 AM	6	27/4/2018

LAND

LOT 15 IN STRATA PLAN 66939
AT COLLAROY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

DANLEX SUPERANNUATION FUND PTY LIMITED (T AD527988)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP66939
- 2 AN286793 LEASE TO BAIVINA PTY LTD EXPIRES: 9/3/2021. OPTION OF RENEWAL: 3 YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP66939

SEARCH DATE	TIME	EDITION NO	DATE
9/9/2019	11:43 AM	3	6/5/2003

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 66939
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT COLLAROY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP66939

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 66939
ADDRESS FOR SERVICE OF DOCUMENTS:
1125-1127 PITTWATER ROAD
COLLARROY 2097

SECOND SCHEDULE (8 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- ATTENTION IS DIRECTED TO THE MIXED USE SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
- L419536 RIGHT OF CARRIAGEWAY 3.66 WIDE AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP1035839 EASEMENT FOR SUPPORT 0.4 WIDE AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- SP66939 RESTRICTION(S) ON THE USE OF LAND
- DP1035839 EASEMENT TO DRAIN WATER 3.66 WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- SP66939 POSITIVE COVENANT
- 8641349 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 66939

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 55	2	- 41	3	- 55	4	- 70
5	- 70	6	- 60	7	- 46	8	- 60
9	- 70	10	- 70	11	- 95	12	- 110
13	- 50	14	- 70	15	- 78		

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP66939

PAGE 2

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

251309

PRINTED ON 9/9/2019

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

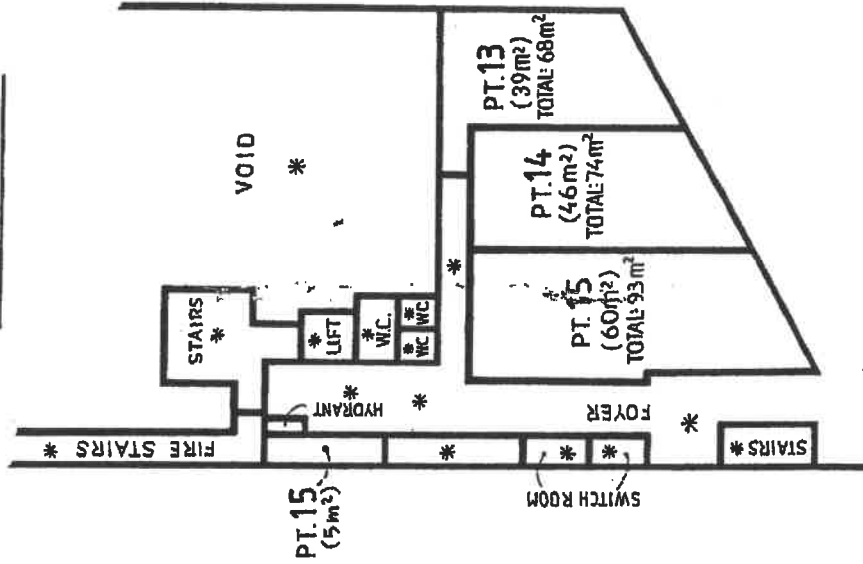
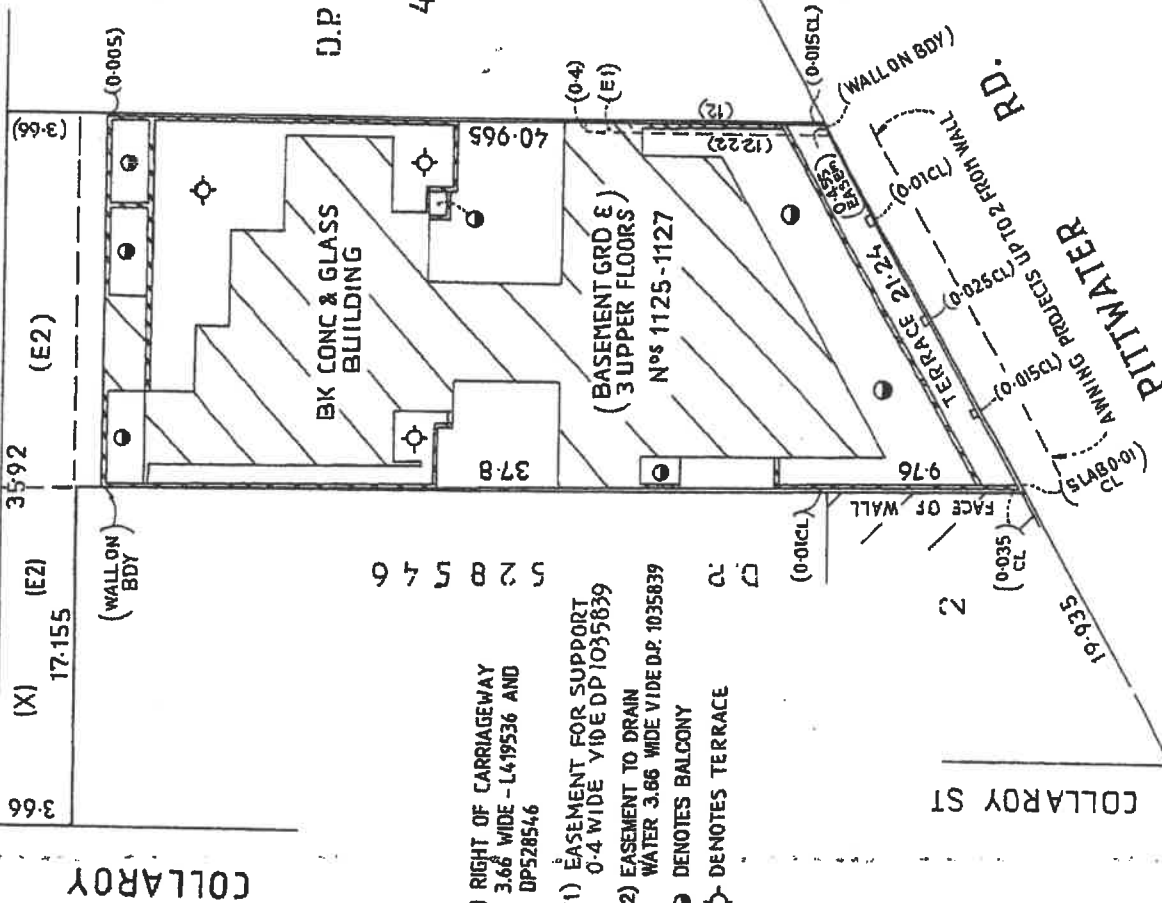
LOCATION PLAN

(1:250)

D.P. 859613

SP66939

GROUND FLOOR



COLLAROY ST

PITTSWATER RD.

TERRACE 21-24

FACE OF WALL

WATER TOWER

(X) RIGHT OF CARRIAGEWAY
3.66 WIDE - L419536 AND
DP528546

(E1) EASEMENT FOR SUPPORT
0.4 WIDE - VIDE DP1035839

(E2) EASEMENT TO DRAIN
WATER 3.66 WIDE - VIDE D.P. 1035839

○ DENOTES BALCONY

□ DENOTES TERRACE

req: kuesby / doc: sp 0066939 p / rev: 30-apr-2003 / sts: sc.ok / prt: 15-nov-2011 12:48 / pgs: all / seq: 2 of 4

AREAS ARE APPROXIMATE ONLY.
* DENOTES COMMON PROPERTY.

Lengths are in metres

Reduction Ratio: 200

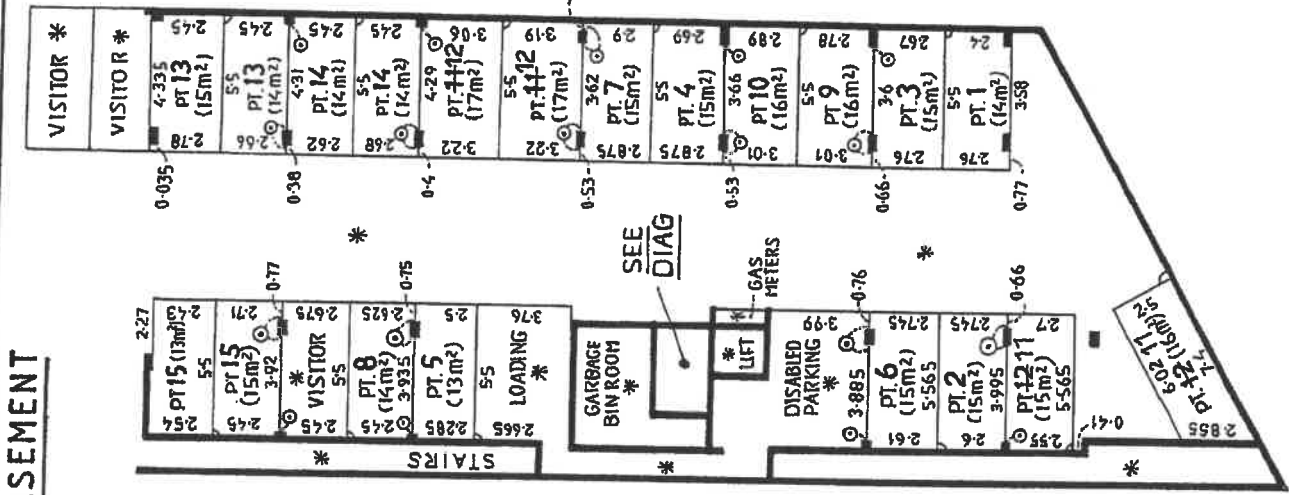
Registered Surveyor
11/09/01

Authorized Person/General Manager/Accredited Certifier

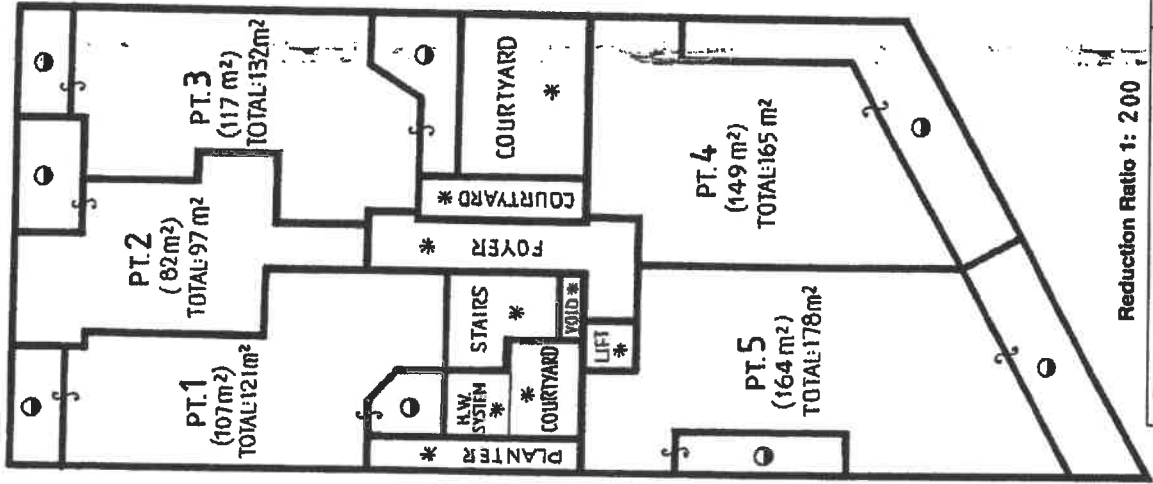
SURVEYOR'S REFERENCE: Y2K-01 SP

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP66939



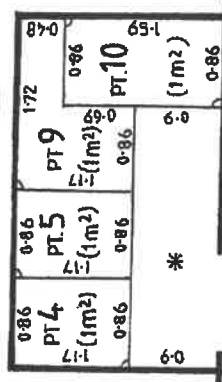
FIRST FLOOR



DIAGRAM

1:50

STORAGE SPACE



- AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES.
- DENOTES BALCONY LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF ITS TILED FLOOR WHERE NOT ROOFED OVER.
- * DENOTES COMMON PROPERTY.
- ⊙ DENOTES CENTRE OF COLUMN.
- ∠ DENOTES 90°

Lengths are in metres

Reduction Ratio 1: 200

Philip [Signature] 11/09/01
Registered Surveyor

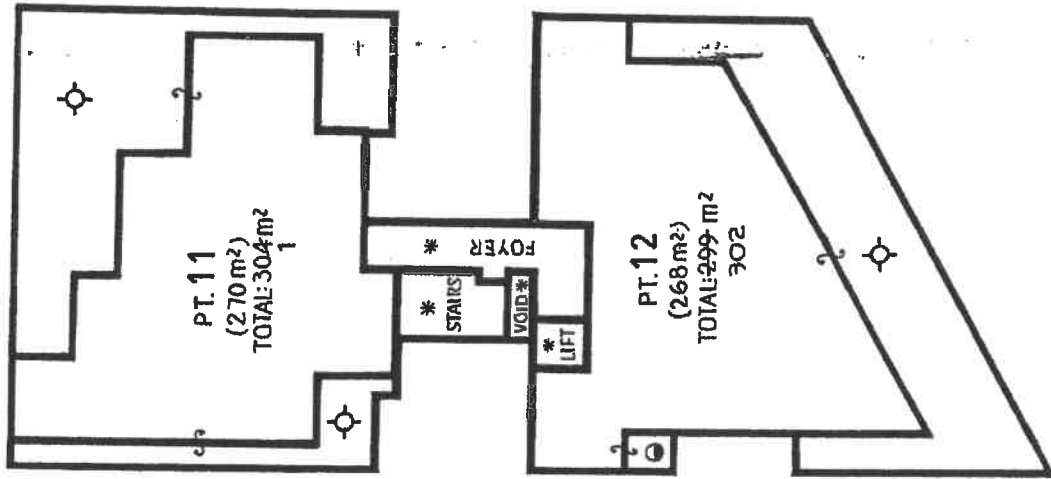
Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: Y2K-01 SP

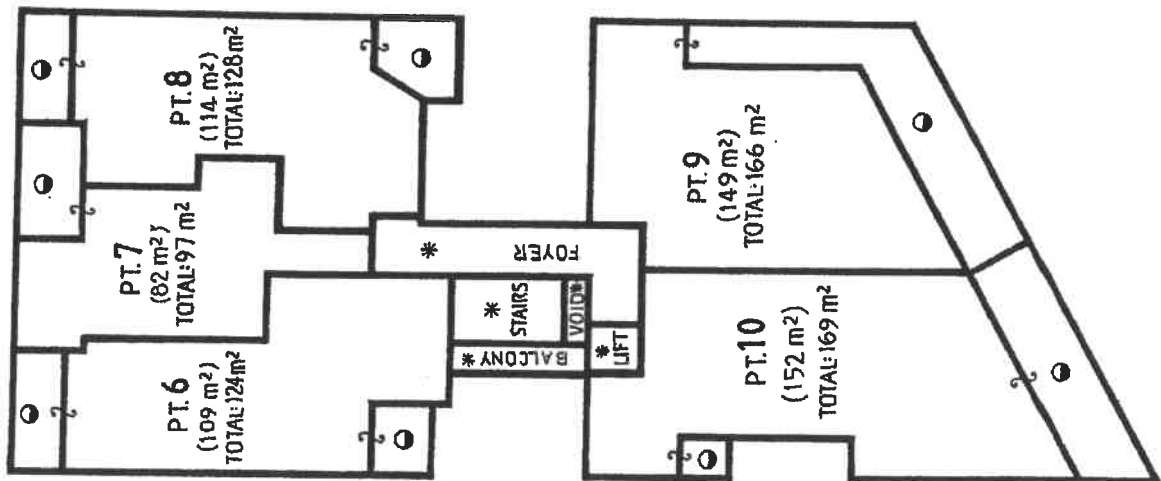
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP66939

THIRD FLOOR



SECOND FLOOR



AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES & TERRACES.

○ DENOTES BALCONY & TERRACE RESPECTIVELY LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SURFACE OF ITS TILED FLOOR WHERE NOT ROOFED OVER.

* DENOTES COMMON PROPERTY.

Lengths are in metres

Reduction Ratio 1: 200

Authorized Person/General Manager/Accredited Certifier

Paul Gibson
Registered Surveyor
11/09/01

SURVEYORS REFERENCE: Y2K -01 SP

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres:

Sheet 1 of 4

SP66939

Subdivision covered by Council Clerks Certificate No.
of comprised in Lot 501
in DP

Full name and address
of the proprietor of the land:

Forerock Pty Limited of 15 Agnes Street,
Strathfield NSW 2135

PART 1

1. Identity of easement or
Restriction Firstly referred to
In the abovementioned Plan

Restriction on the use of land

Schedule of Lots etc Affected

Lots burdened

Common Property

Name of Lots, Road or Authority Benefited

Warringah Council

2. Identity of easement or
Restriction Secondly referred to
In the abovementioned Plan

Positive Covenant

Schedule of Lots etc Affected

Lots burdened

Common Property

Name of Lots, Road or Authority benefited

Warringah Council

WARRINGAH COUNCIL



.....
Authorised Person

ACCREDITED CERTIFICATE

302551

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres:

Sheet 2 of 4

SP66939

PART II

I. Terms of Restriction on the Use of Land .Firstly referred to in the abovementioned Plan

- I The registered proprietor covenants with the Warringah Council ("Council") in respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by Council on Development Approval No. (hereinafter called "the, system").

The registered proprietors covenant with Council that they will not:

- I. Do any act, matter or thing which would prevent the structure and works operating in an efficient manner.
- II. Make any alterations or additions to the Structure and Works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the Structure and Works without the express written consent of the Authority.
- III. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:


Structure and Works shall mean the on-site stormwater detention system constructed on the land as set out in the plan annexed hereto as detailed on the plans approved by Council on Development Approval No. including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

"The Act" shall mean the Conveyancing Act 1919.

Name of Authority Empowered to Vary Modify or Release the above Terms or Reference in the abovementioned Plan

Warringah Council

WARRINGAH COUNCIL


.....
Authorised Person
ACCREDITED CERTIFIER
302551

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919

SP66939

Sheet 3 of 4

2. **Terms of Positive Covenant Secondly referred to in the abovementioned Plan**
- I. The registered proprietors covenant with the Council that they will maintain and repair the Structure and Works on the land in accordance with the following terms and conditions:
- i. keep the Structure and Works clean and free from silt, rubbish and debris
 - ii. maintain and repair at the sole expense of the registered proprietors the whole of the Structure and Works so that it functions in a safe and efficient manner
- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the Structure and Works on the land.
- III. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the Structure and Works and to that extent section 88FG(2) (a) of the Act is hereby agreed to be amended accordingly.
- IV. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 1 hereof.
 - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph 1 hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
 - (b) Legal costs on an indemnity basis for issue of the said notices and .

WARRINGAH COUNCIL



.....
Authorised Person

ACCREDITED CERTIFIER

302551

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919

SP66939

Sheet 4 of 4

recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

V. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Development Approval No. including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of Authority Empowered to Vary Modify or Release the above Terms of Reference in the abovementioned Plan

Warringah Council

THE COMMON SEAL of Forterock Pty Ltd)
was hereunto affixed by order of the)
Board of Directors first given and in the)
presence of: "



Margaret R. Gings
Secretary

[Signature]
Director

WARRINGAH COUNCIL

[Signature]
STATE BANK OF NEW SOUTH WALES LIMITED
(ACN 003 863 228) BY ITS ATTORNEY
WILLIAM JON FRANCIS GEORGE PURSUANT TO POWER OF
ATTORNEY REGISTRATION NUMBER 2575
AND I DECLARE THAT I HAVE NO NOTICE OF
THE REVOCATION OF THE SAID POWER OF ATTORNEY

[Signature]
Authorised Person
ACCREDITED CERTIFIER
302551

[Signature]
Anthony Bazil
WITNESS

REGISTERED ON 7.12.2001



NEW SOUTH WALES 69 MAR 4 AM 11:59
 \$=0300
 STAMP DUTY

69 MAR 3-PM 2:11
 R.P. 15
 Lodgment
 Endorsement

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900)

(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 lease estate, strike out "in fee simple" and interline the required alteration.
- b State in full the name of the person who furnished the consideration money.
- c Show in BLOCK LETTERS the full name, postal address and description of the property being taken.
- d If more than one person is taking state whether they hold as joint tenants or tenants in common.

The description may refer to the defined residue of the land in a certificate or grant (e.g. "and being residue of Transfer No. ...") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being lot sec. D.P. ..."). Unless authorised by Reg. 58 of the Conveyancing Act Regulations, 1901, a plan may not be annexed to or endorsed on this transfer form.

THIS SPACE TO BE LEFT FREE FROM NOTATION

I, **THE COMMONWEALTH OF AUSTRALIA** (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 **One dollar (\$1.00)** (the receipt whereof is hereby acknowledged) paid to it by

GLIVE ALLAN PTY. LIMITED do hereby transfer to

GLIVE ALLAN PTY. LIMITED of 1128 Bellevue Rd. Gellary (herein called transferee)

of 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.	Fl.	
CUMBERLAND	MANLY COVE	WHOLE	10815	146	Full and free right for every person who is at any time entitled to an estate or interest in possession in the land comprised in Certificate of Title Volume 10815 Folio 146 or any part thereof with which the right shall be capable of enjoyment (being the dominant tenement) and every person authorised by him to go pass and re-pass at all times and for all purposes with or without animals or vehicles or both over and along all that piece of land shown as "proposed right of way 12' wide" on Deposited Plan Registered No. 528546.

ENCUMBRANCES, &c., REFERRED TO

Signed at Sydney the 12th day of February, 1969.
 SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, Deputy Crown Solicitor's Office, New South Wales, in the presence of An Officer of the Attorney General's Department.

[Signature]
 Transferor

THE COMMON SEAL of GLIVE ALLAN PTY. LIMITED was hereto affixed by [Signature] in the presence of [Signature]

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act, AND THAT I AM THE SOLICITOR FOR THE TRANSFEREE WHOSE EXECUTION CANNOT BE OBTAINED WITHOUT DIFFICULTY AND DELAY
[Signature]
 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 or lack 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; 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 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 notified in the attestation.

100390
 100157M

L419536

No. _____

Lodged by *Deborah Fairbank & SALDOCK*

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

Address: *28 C'Connell St*

Phone No.: *25-5228*

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.

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.

Signed at _____ the _____ day of _____ 19 _____

Signed in the presence of— _____


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

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.

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 itself be signed or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER <i>part of Right of Carriageway</i>	DOCUMENTS LODGED HEREWITH To be filled in by person lodging draft
Checked by <i>MB</i>	Particulars entered in Register Book, <i>2-6-1969</i>	1. <i>28 C'Connell St</i> 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____
Passed (in S.D.B.) by <i>MB</i>	at _____ <i>4 P.M.</i>	Received Docs <i>[Signature]</i> Yes Receiving Clerk
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General 	

8/5

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
Vol.		FOL.

D

SIGNATURE, AND SEAL ONLY.

Andrew Dault
 Andrew Dault
 14/04/2011



STATE OF NEW ZEALAND
 LAND REGISTRY
 NOTICE OF INTENTION TO REGISTER
 A CHARGE OVER THE LAND DESCRIBED IN THE
 INSTRUMENT OF INTENTION TO REGISTER
 THE REGISTERED PLAN NUMBER IS 221-265



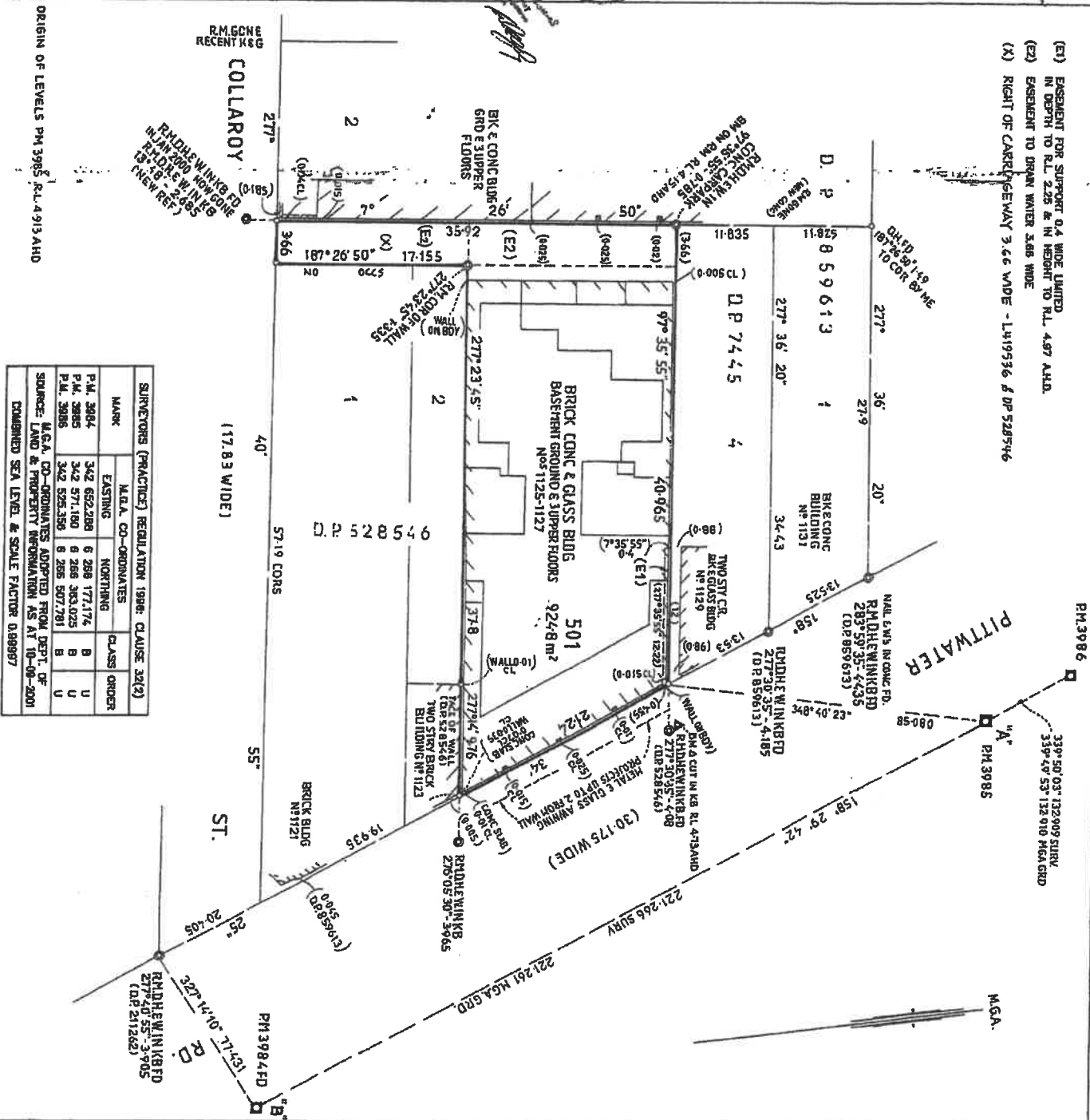
Crown Lands Office Approval

Subdivision Certificate
 I certify that the provisions of a copy of the Environmental Planning
 and Assessment Act 1990 have been satisfied in respect to the
 proposed subdivision of the land described in the instrument of
 intention to register.

Subdivision Certificate
 I certify that the provisions of a copy of the Environmental Planning
 and Assessment Act 1990 have been satisfied in respect to the
 proposed subdivision of the land described in the instrument of
 intention to register.

Plan Drawing only to appear in this space

- (E1) EASEMENT FOR SUPPORT 0.4 METER LIMITED IN DEPTH TO R.L. 2.25 & IN HEIGHT TO R.L. 4.97 AHD.
- (E2) EASEMENT TO DRAIN WATER 3.66 METER
- (X) RIGHT OF CARE EASEMENT 3.66 METER WIDE - L.191536 & DP 528546



MARK	M.A. CO-ORDINATES	CLASS	ORDER
P.M. 3804	342 552.288	6 288 177.174	B
P.M. 3805	342 571.100	6 286 303.025	B
P.M. 3806	342 525.356	6 286 507.291	B
			U

M.A. CO-ORDINATES ADAPTED FROM DEPT. OF SURVEYORS LAND & PROPERTY INFORMATION MS AT 10-09-2001
 COMBINED SEA LEVEL & SCALE FACTOR 0.98997

DP1035839
 SUBSTITUTED SHEET

3.12.2001

TORRENS

REDEFINITION

U2760 - 13

DP 528546

PLAN OF

LOT 3 IN DP 528546

EASEMENTS

WARRINGAH
 COLLARDY
 MANLY COVE
 CUMBERLAND

Scale used in preparation of Survey/Completion
 DR 528546
 DR 7445
 DR 859613

Surveyors (Practical Registration) 1998
 PHILIP C. K. HUI
 20 JARRETT STREET, HAMILTON, 3046

Panel for use only for adjustment of boundaries to determine public easements, to enable public easements to be created, to enable public easements to be removed, to enable public easements to be amended, to enable public easements to be created, to enable public easements to be removed, to enable public easements to be amended.

PURSUANT TO SEC 8 BB OF THE CONVEYANCING ACT 1919 - 1964 IT IS INTENDED TO CREATE:
 1) EASEMENT FOR SUPPORT 0.4 METER
 2) EASEMENT TO DRAIN WATER 3.66 METER
 IT IS INTENDED TO RELEASE:
 3) EASEMENT FOR DRAINAGE 2.44 METER WIDE L. 588525

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

AR N 49 00 3 350 N 2.3

INSTRUMENT SETTING OUT TERMS OF EASEMENT TO BE CREATED PURSUANT
TO SECTION 88B CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 1 of 2 sheets)

PART 1

DP1035839

Plan of Lot 3 in DP 28546
and Easements within Lot
501 in DP

Full Name and Address of
Proprietor of the Land:

Forsterock Pty Ltd
15 Agnes Street,
Strathfield NSW 2135

1. Identity of Easement
firstly referred to in
the abovementioned Plan

Easement for support 0.4
wide

Schedule of Lots, etc. affected

Lots Burdened

Authority Benefited

Lot 501 ~~in DP~~

Lot 4 in DP 7445

2. Identity of Easement
secondly referred to in
the abovementioned Plan

Easement to drain water
3.66 wide

Schedule of Lots, etc. affected

Lots Burdened


Authority Benefited

Lot 501 ~~in DP~~

Warringah Council

Name of authority empowered to vary, modify or release the terms of
Reference in the abovementioned plan.

Warringah Council


ROSS SYMONS
ACTIVE GENERAL MANAGER
WARRINGAH COUNCIL.

INSTRUMENT SETTING OUT TERMS OF EASEMENT TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919

(Sheet 2 of 2 sheets)

DP1035839

PART 1 A - TO RELEASE

1.8. Identity of Easement
~~secondary~~ referred to
in the abovementioned plan

Easement for Drainage
2.44 wide vide L588525

SEE BELOW



The COMMON SEAL of Forterock Pty Ltd
Was hereonto affixed by order of the Board
of Directors first given and in the presence
of:-

[Signature]
.....
Director/Secretary

[Signature]
.....
Director

~~ACCREDITED CAPITAL~~
Warringah Council 30257

[Signature]
.....
Authorised Person

[Signature]
STATE BANK OF NEW SOUTH WALES LIMITED
(ACN 003 963 228) BY ITS ATTORNEY
WILLIAM JON FRANCIS GEORGE PURSUANT TO POWER OF
ATTORNEY REGISTRATION NUMBER 295 Book 4297
AND I DECLARE THAT I HAVE NO NOTICE OF
THE REVOCATION OF THE SAID POWER OF ATTORNEY

* Schedule of Lots etc. affected

Lots burdened
Lot 3 DP528546

Authority Benefited
Warringah Council

REGISTERED  *[Signature]* 3.12.2001

[Signature]
ROSS SYMONS
ACTING GENERAL MANAGER
WARRINGAH COUNCIL.

Form: 15CB
Licence: 01-08-095
Licensee: Midware Systems
Matthews Folbigg Pty Limited

CHANGE OF BY-LAW!
New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900



8641349B

PRIVACY NOTE: this information is legally required and will be

(A) TORRENS TITLE

For the common property.
CP/SP66939

(B) LODGED BY

Delivery Box 307V	Name, Address or DX and Telephone MATTHEWS FOLBIGG PTY LIMITED DX 8233 PARRAMATTA Tel: 96357966 Reference (optional): TJD/PT 2415	CODE CB
-----------------------------	--	-------------------

(C) The Owners-Strata Plan No. **66939** certify that pursuant to a resolution passed on **9 December 2001** and in accordance with the provisions of -

(D) section of the Strata Schemes Management Act 1996 the by-laws are changed as follows:-

(E) Repealed by-law No N/A
Added by-law No 23 & 24 - Annexure A
Amended by-law No 16
as fully set out below.

Subject to Section 49(4) (blind occupants dogs) an owner or occupier of a lot must not keep any animal on the lot or the common property.

Those people who purchased the unit in good faith on the understanding that they could keep their pet are exempted, however the pet cannot be replaced.

(F) The common seal of Owners-Strata Plan No 66939 was affixed on 24 / 5 / 02 in the presence of -

Signature(s)

Name(s) **Nikki Hopkins**

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that Owners Corporation SP66939 has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

Annexure A to CHANGE OF BY-LAWS

Parties: By The Owners Strata Plan No. 66939

Dated: 27, 5, 02
..... / /

23. Retail Lots

23.1 The owner or owners for the time being of Lots 13, 14 & 15 or any other lot(s) approved by Council for retail or commercial use (the "retail Lots"), and persons authorised by the said owner or owners, are entitled to use those lots for the commercial and retail purposes specified in Schedule A to this by-law (or such uses as may be agreed from time to time by the Owners Corporation).

23.2 The owner or owners of the Retail Lots must ensure:

(a) Each owner or occupier of a Retail Lot shall keep their lot (including all common property windows abutting their lot) clean and in good repair as to give the appearance of an attractive retail area.

(b) An owner or occupier of a Retail Lot shall not use or permit to be used that lot for a use which is substantially the same as the existing use of another Retail Lot except with the prior written consent of the Owners Corporation. This provision does not apply if all the Retail Lots are owned by the same person.

(c) An owner or occupier of a Retail Lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example if the change of use results in a hazardous activity being carried out on the lot).

24. Reimbursement to Owners Corporation

24.1 Where in the reasonable opinion of the Owners Corporation, the use of any lot or lots subjects the Owners Corporation to expenditure of or a degree of expenditure which is not common to all other lots and substantially in accordance with their respective unit entitlements, the Owners Corporation may give written notice to the owner or owners of such lots giving particulars of the amount by which the expenditure for that lot or those lots exceeds the expenditure referable to all other lots having regard to their respective unit entitlements and may thereafter recover from the owner of the lot and lots concerned the amount of such excess.

24.2 The Owners Corporation may recover the excess referred to in sub-clause 24.1 from the owner or owners concerned as a debt.

Schedule A

- * Cafe
- * Retail Store
- * Office
- * Dental Surgery

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD GOVERNMENT

SEWERAGE SERVICE DIAGRAM POST OFFICE

Municipality of Warringah

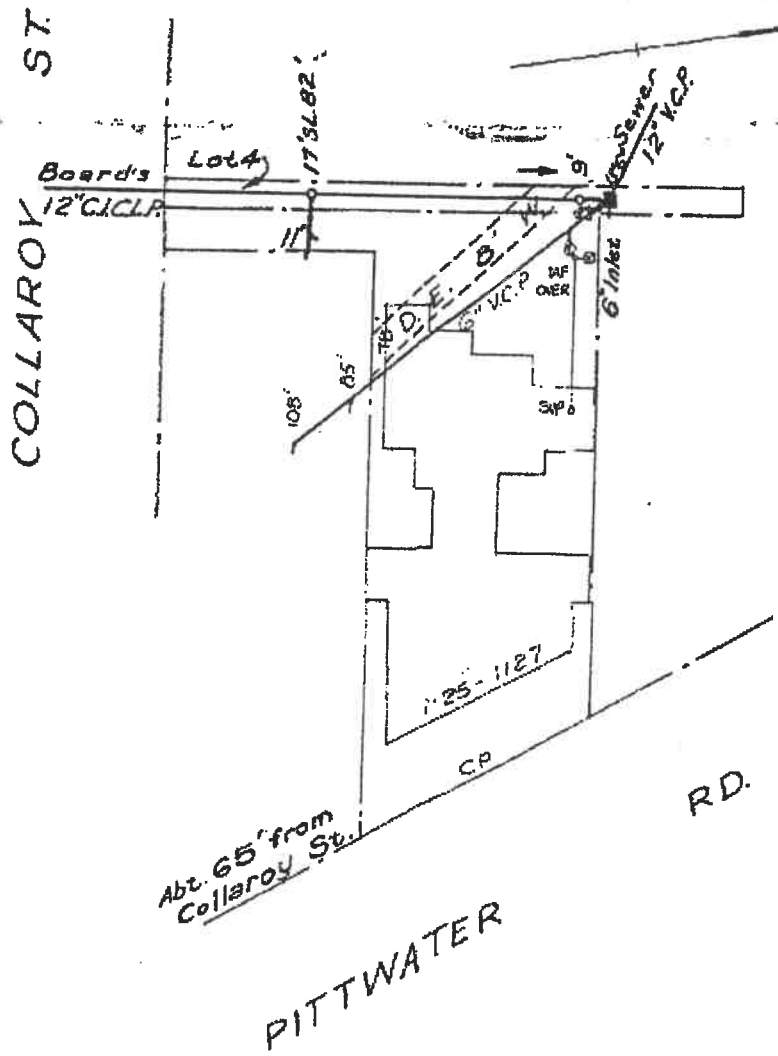
No. 675097

- SYMBOLS AND ABBREVIATIONS
- Boundary Trap
 - R.V. Reflux Valve
 - I.P. Induct Pipe
 - Ben. Basin
 - Pic Cleaning Eye
 - M.F. Mica Flap
 - Shr. Shower
 - G.I. Grease Interceptor
 - Vert. Vertical Pipe
 - T. Tubs
 - W.I.P. Wrought Iron Pipe
 - Gully
 - V.P. Vent. Pipe
 - K.S. Kitchen Sink
 - C.I.P. Cast Iron Pipe
 - P.T. P. Trap
 - S.V.P. Soil Vent. Pipe
 - W.C. Water Closet
 - F.W. Floor Waste
 - R.S. Reflux Sink
 - D.C.C. Down Cast Cowl
 - B.W. Bath Waste
 - W.M. Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



RATE No. ... W.C.s. 3 U.C.s. ... 19...

SHEET No. 8417

OFFICE USE ONLY

For Engineer House Services

DRAINAGE			PLUMBING			
W.C.	Supervised by	Date	BRANCH OFFICE		Supervised by	Date
Bch.	Examined by	Inspector	Date	Inspector	1094-551	1246-223
Shr.			Outfall			
Bch.	Chief Inspector	Date	Drainer	Boundary Trap	B/It. not required	
K.S.			Plumber			
T.	Tracing Checked	Date				
Pig.						
Dge. Ins.						
Dge. Ext.						

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater drains, pipes, manholes and structures should be ascertained by inspectors or maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only.

15/11/2013

InfoTrack Pty Ltd

Your Reference: **239093**

Building Over/ Adjacent a Sydney Water Asset Letter

Property: 1125-1127 Pittwater Rd Collaroy
Application no: 8601082

Dear Sir/Madam,

Sydney Water's records show that a **Block of Units** on the above property was built **over / adjacent to its sewer** with our approval and apparently in accordance with the conditions of that approval.

Sydney Water advises that under the State Records Act it is required to maintain records relating to building over/adjacent to Sydney Water assets for a maximum of twenty five (25) years.

Yours sincerely

Customer Connections
Business Customer Services

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **DANLEX SUPERANNUATION FUND PTY LIMITED ACN 068 161 035 ATF DANLEX SUPERANNUATION FUND ABN 29 029 494 393**

Purchaser:
Property: **15/1125-1127 PITTWATER ROAD, COLLAROY NSW 2097**
Dated:

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) Please provide details of outgoing or contributions to outgoing payable and the manner in which they have been calculated (e.g. base year figures).
 - (f) All rent and outgoing or contributions to outgoing should be paid up to or beyond the date of completion.
 - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
 - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
 - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
 - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
 - (k) Are there any sub-leases? If so, copies should be provided.
 - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994*? If so:
 - (a) complete copies of the disclosure statements as required by that Act should be provided;
 - (b) a copy of a certificate given under Section 16(3) of that Act 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 that Act?
 - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
 - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
 - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
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*)? 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 Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

7. 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 and recorded as the owner of the property on the strata roll, free from all other interests.
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 together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (Act)*.
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) (PPS Act)*.

- (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.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922*, *Access to Neighbouring Land Act (2000)*, Section 88K of the *Conveyancing Act 1919*, Section 40 of the *Land and Environment Court Act 1979* or are there circumstances which would give rise to a notice or application under those Acts in respect of the property. If the answer is yes, please provide full details.
- Rates and taxes**
14. 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.
15. 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?
- (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.
- Survey and building**
16. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common 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. In respect of the property and the common property:
- (a) Have the provisions of the *Local Government Act 1993*, the *Environmental Planning and Assessment Act 1979* and their regulations and instruments or former instruments been complied with?
- (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 6 years:
- (i) please identify the building work carried out;
- (ii) when was the building work completed?
- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the *Home Building Act 1989*.
19. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
- (b) flooding or dampness?
- (c) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?
- (d) asbestos, fibreglass or other material injurious to health having been used in the construction of the property?
- If so, please provide full details.
20. Has the vendor (or any predecessor) or the Owners Corporation 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 or the common property?
21. Is there a swimming pool in the property to which the *Swimming Pools Act 1992* 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* and *Local Government Act 1993*?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details of the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* 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.
- 22.
- (a) If there are any party walls, please 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.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991*?
23. Are any rainwater downpipes connected to the sewer?

Affectations, notices and claims

24. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them such as underground pipes or structures?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any charge or liability for work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any charge or liability including liability for remediation of the property, or proceedings under the *Contaminated Land Management Act 1997* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?
 - (e) If the answer to any part of Requisition 24(d) is yes, please:
 - (i) provide full details;
 - (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (iii) provide full details regarding the extent of any non-compliance.

Owners corporation management

25. Has the initial period expired?
26. If the property includes a utility lot, please specify the restrictions.
27. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
28. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Warranties and service contracts

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

Requisitions and transfer

32. 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.
33. 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 registered power of attorney should be produced and found in order.
34. 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.
35. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

Completion

36. Please confirm that on completion you will hand to us:
- (a) a discharge of any mortgage, a withdrawal of any caveat, removal of any priority notice and the appropriate Section 22 Notice;
 - (b) the Certificate of Title Folio Identifier;
 - (c) Transfer executed by the vendor and Section 22 Notice;
 - (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 Certificate;
 - (h) original of any Survey Report;
 - (i) original occupation certificate;
 - (j) instruction manuals and warranties for any plant belonging to the vendor;
 - (k) any third party guarantees together with appropriate assignments;
 - (l) any documents required for the purchaser to have benefit of any bonds;
 - (m) tax invoice;
 - (n) depreciation schedule;
 - (o) any documents required for the purchaser to have good title to any fixtures, fittings or goods;
 - (p) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external)
37. The purchaser reserves the right to make further requisitions prior to completion.
38. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



Enquiry ID 3131950
Agent ID 81429403
Issue Date 09 Sep 2019
Correspondence ID 1695556652
Your reference 251309

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S66939/15	Unit 15, 1125-1127 PITTWATER RD COLLAROY 2097	\$173 680

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

Yours sincerely,

Stephen R Brady
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6906
Help in community languages is available.



Northern Beaches Council Planning Certificate – Part 2

Applicant: InfoTrack
GPO Box 4029
Sydney NSW 2001

Reference: 251309
Date: 09/09/2019
Certificate No. ePLC2019/4968

Address of Property: Shop 15/1125-1127 Pittwater Road COLLAROY NSW 2097
Description of Property: Lot 15 SP 66939

Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

1. Relevant planning instruments and Development Control Plans

1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 1—Development Standards
State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
 State Environmental Planning Policy (Primary Production and Rural Development) 2019
 Wholly Affected - State Environmental Planning Policy (Coastal Management) 2018
 Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
 State Environmental Planning Policy No 44-Koala Habitat Protection
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
 Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

1.2 a) Draft State Environmental Planning Policies

Review of State Environmental Planning Policy 44 – Koala Habitat Protection
 Draft State Environmental Planning Policy (Environment)
 Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
 Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

1.2 b) Draft Local Environmental Plans

Planning Proposal - Dee Why Town Centre Planning Controls (PEX2018/0002)

Applies to land: Dee Why Town Centre (boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion
- Identify additional “Key Sites”
- Implement a delivery mechanism for key infrastructure and public domain improvements

Council resolution: 23 September 2014

Gateway Determination: 1 April 2015 amended 22 September 2016

1.3 Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land:

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2.1 Zoning and land use under relevant Local Environmental Plans

2.1 (a), (b), (c) & (d)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone B2 Local Centre

1 Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To provide an environment for pedestrians that is safe, comfortable and interesting.
- To create urban form that relates favourably in scale and in architectural and landscape treatment to neighbouring land uses and to the natural environment.
- To minimise conflict between land uses in the zone and adjoining zones and ensure the amenity of any adjoining or nearby residential land uses.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities;

Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition villages; Extractive industries; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sex services premises; Storage premises; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Waste or resource management facilities; Water recreation structures; Wharf or boating

facilities; Wholesale supplies

Additional permitted uses

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

(e) Minimum land dimensions

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

3. Complying Development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

a) Housing Code

Complying Development under the Housing Code may be carried out on all of the land.

b) Rural Housing Code

Complying Development under the Rural Housing Code may be carried out on all of the land.

c) Low Rise Medium Density Code

Complying Development under the Low Rise Medium Density Code may not be carried out on all the land.

Note: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 31 October 2019.

d) Greenfield Housing Code

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

e) Housing Alterations Code

Complying Development under the Housing Alterations Code may be carried out on all of the land.

f) General Development Code

Complying Development under the General Development Code may be carried out on all of the land.

g) Commercial and Industrial Alterations Code

Complying Development under the Commercial and Industrial Alterations Code may be carried out on all of the land.

h) Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

i) Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

j) Subdivisions Code

Complying Development under the Subdivisions Code may be carried out on all of the land.

k) Demolition Code

Complying Development under the Demolition Code may be carried out on all of the land.

l) Fire Safety Code

Complying Development under the Fire Safety Code may be carried out on all of the land.

m) Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

4. 4A (Repealed)

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

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

5. Mine Subsidence

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

6. Road widening and road realignment

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

7. Council and other public authority policies on hazard risk restriction

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Acid Sulfate Soils-Class 4

This land is identified as Acid Sulfate Soils Class 4 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

- (b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

7A. Flood related development control Information

- (1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

10. Biodiversity Stewardship Sites

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

10A. Native vegetation clearing set asides

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

The land is not bush fire prone land.

12. Property vegetation plans

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

13. Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of the existence of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. Loose-fill asbestos insulation

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

- (1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (2) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (3) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

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*.

Additional matters under the Contaminated Land Management Act 1997

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

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.



Ray Brownlee PSM

Chief Executive Officer

09/09/2019

Form: 07L
Licence: 05-11-667
Licensee: Softdocs
Owen Hodge Lawyers

LEASE
New South Wales
Real Property Act 1900



AN286793H

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

STAMP DUTY

Revenue NSW use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

FOLIO IDENTIFIER 15/SP66939

(B) LODGED BY

Document Collection Box 392 C	Name, Address or DX, Telephone and Customer Account Number if any 392 C SYDNEY LEGAL AGENTS LLP : 128005 Y Reference (optional): <i>Owen 427294.</i>	CODE L
----------------------------------	---	------------------

(C) LESSOR

DANLEX SUPERANNUATION FUND PTY LTD ACN 068 161 035

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

(D)

Encumbrances (if applicable):

(E) LESSEE

BAIVINA PTY LTD ACN 169 067 074

(F)

TENANCY:

- (G) 1. TERM** Three (3) years
- 2. COMMENCING DATE** 10 March 2018
- 3. TERMINATING DATE** 9 March 2021
- 4.** With an **OPTION TO RENEW** for a period of Three (3) years set out in clause 4 of Annexure B
- 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 item 13 of Annexure A

off - L A1611853 BSW

Form: 07L

DATE 16 / 4 / 18

(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: DANLEX SUPERANNUATION FUND PTY LTD
ACN 068 161 035
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: [Signature]
Name of authorised person: JOHN ERIANI
Office held: DIRECTOR

Signature of authorised person: [Signature]
Name of authorised person: AILEEN ERIANI
Office held: SECRETARY

Note: where applicable, the lessor must complete the statutory declaration below

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: BAIVINA PTY LTD ACN 169 067 074
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: [Signature]

Name of authorised person: BINGSHUN WANG
Office held: Sole Director/Secretary

at all times in writing
Mark Pinto 27/3/18

(I) STATUTORY DECLARATION #

I, [Signature] of Level 2, 12-14 Ormonde Pde, Hurstville NSW 222

- 1. The time for the exercise of option to renew/purchase in expired lease No. AIG11853 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 and I certify this lease correct for the purposes of the Real Property Act 1900.

Made and subscribed at Hurstville in the State of New South Wales on 14 April 2018 in the presence of Roger Harkin of Level 2, 12-14 Ormonde Pde, Hurstville NSW

- [] Justice of the Peace (J.P. Number) [x] 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 has 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 [Omit ID No.]

Signature of witness: [Signature] Signature of applicant: [Signature]

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

BSW

ANNEXURE A to the Law Society Lease

Lessor: **DANLEX SUPERANNUATION FUND PTY LTD ACN 068 161 035**

Lessee: **BAIVINA PTY LTD ACN 169 067 074**

This annexure consists of 3 pages.

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

SCHEDULE OF ITEMS (continued)

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

- A. The guarantor:** BINGSHUN WANG
- B. Limit of guarantor's liability:** UNLIMITED

Item 11
(cl 3)

Additional leased property: N/A

Item 12
(cl 4)

Option to renew:

- A.** Further period of 3 years from 10/03/2021 to 9/03/2024
- B.** Further period of _____ years from _____ to _____
- C.** Maximum period of tenancy under this lease and permitted renewals: 6 years
- D.** First day option for renewal can be exercised: 10/09/2020
- E.** Last day option for renewal can be exercised: 9/12/2020

Item 13
(cl 5)

A. Rent:

For the lease period:

From the commencement date to the first review date:	\$39,000.00 a year plus GST by monthly instalments of \$3,250.00 plus GST
Afterwards:	At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

For the further period in item 12A:

From the commencement date to the first rent review date:	Current market rent
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 12B:

From the commencement date to the first rent review date:	
Afterwards:	At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

.....
[Signature]

.....
[Signature]

Item 13
(cl 15)

B. GST:

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

Item 14
(cl 5)

Outgoings:

A. Share of outgoings: 100%

B. Outgoings -

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

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

Item 15
(cl 5.1.5)

Interest rate: 10.00%

Item 16
(cl 5.4)

Rent review:

Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show a percentage or amount).
10/03/2019	Method 1	4%
10/03/2020	Method 1	4%
10/02/2021	Method 3	
10/03/2022	Method 1	4%
10/03/2023	Method 1	4%

Method 1 is a fixed amount or percentage.
 Method 2 is a Consumer Price Index.
 Method 3 is current market rent.
 Method 2 applies unless another method is stated.

Item 17
(cl 6.1)

Permitted Use: Jewellery shop

Item 18
(cl 8.1.1)

Amount of required public liability insurance: \$20,000,000.00

Item 19
(cl 16)

Bank Guarantee:

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

.....

.....

.....

BSW

Item 20
(cl 17)

Security Deposit:

3 months base 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 management/secretary of the owners corporation:

Lamb & Walters Strata & Community Management
19-23 Bridge Street, Pymble NSW 2073
Tel: (02) 94493992

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

1. See Special Conditions.

.....
[Handwritten Signature]

.....
[Handwritten Signature]

BSW

**LEASE BETWEEN DANLEX SUPERANNUATION FUND PTY LTD ACN 068 161 035
(LESSOR) AND BAIVINA PTY LTD ACN 169 067 074 (LESSEE)**

SPECIAL CONDITIONS

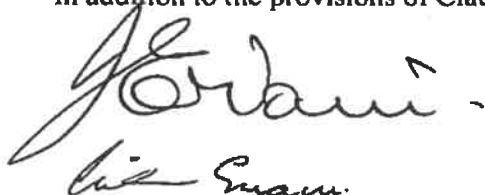
1. AMENDMENTS TO ANNEXURE B OF THE LEASE

The standard form of Annexure B of this Lease is amended as follows:

- (a) Clause 5.12.2 is amended by adding the words: "excluding any rent incentives or concessions."
- (b) Clause 5.16 is deleted and replaced with: "The Valuer must be a full member of the Australian Property Institute and have at least two (2) years recent continuous experience in valuing commercial property in the locality of the Premises. If the Lessor and the Lessee do not agree on a valuer at least twenty-one (21) days before the rent review date, the valuer will be appointed by the president of the Australian Property Institute."
- (c) Clause 6.2 is deleted and replaced with: "The Lessee acknowledges that the Permitted Use may not change during the term of this Lease."
- (d) Replace Clause 7.6 with: "The Lessee must not make any alterations or additions, structural or otherwise, to the property without first obtaining the Lessor's written consent. The Lessor can give or withhold consent in its absolute discretion."
- (e) Add Clause 7.7 which reads: "The Lessee will when applying for the Lessor's approval to any alteration or additions to the property submit with the application drawings and specifications prepared by a qualified consultant or consultants approved by the Lessor. Only contractors or qualified tradesmen reasonably approved by the Lessor will carry out work in respect of alterations or additions to the property approved by the Lessor. If required by the Lessor, the Lessee shall on completion of the work hand to the Lessor a certificate by a consultant approved by the Lessor stating that the work has been carried out in accordance with the drawings and specifications and in accordance with the requirements of all relevant public authorities."
- (f) Add Clause 7.8 which reads: "The Lessee must comply with the requirements of the Lessor, the law and the relevant authorities in carrying out such work."
- (g) Add Clause 8.2.6 which reads: "nothing in this Lease shall be deemed to impose any obligations upon the Lessor to rebuild or reinstate or make fit for occupation the property."
- (h) Add Clause 12.2.5 which reads: "the Lessee being a company, an order is made or a resolution is effectively passed for its winding up (other than for the purposes of amalgamation or reconstruction with the prior written consent of the Lessor which consent shall not be unreasonably withheld) or ceases or threatens to cease to carry on business."

2. BANK GUARANTEE

In addition to the provisions of Clauses 16 & 17 of Annexure B, the following applies;


Lisa Swan

Page 6 of ~~25~~ 24


BSW

- (a) As further security for the due performance and satisfaction by the Lessee of its obligations and liabilities under this Lease, the Lessee shall provide to the Lessor prior to the Commencement Date a bank guarantee in favour of the Lessor with a major Australian Bank in an amount being the sum as specified in Item 19 of the Annexure A (the "Bank Guarantee"). The Bank Guarantee shall be unconditional and shall not be limited by an expiry date.
- (b) When the Rent increases under this Lease the amount of the Bank Guarantee shall be increased by the Lessee.
- (c) If the option for a further term is exercised by the Lessee under this Lease, the amount of the Bank Guarantee shall be increased by the Lessee to the amount being three (3) months annual rent for the first year of the further term plus GST.
- (d) In the event of default by the Lessee in the performance of any of its obligations or liabilities under this Lease the Lessor may draw upon and apply the whole or part of that bank guarantee in whole or part satisfaction of the performance of the Lessee's obligations or liabilities under this Lease and in the event of the Lessor drawing upon the bank guarantee the full amount of the bank guarantee shall be re-instated by the Lessee immediately.
- (e) Provision of the Bank Guarantee by the Lessee is an essential term of this Lease.
- (f) The Lessee may comply with its obligations under this Special Condition by providing to the Lessor a cash bond in the sum required.

3. PAYMENT FOR USE OF SERVICES

In addition to the rental and other money to be paid by the Lessee under this Lease the Lessee must pay for all services consumed by the Lessee and separately metered to the premises including but not limited to electricity, telephone and facsimile and gas and water usage. The Lessee must also pay for any garbage services required for the Lessee's use of the premises.

4. DISPUTE RESOLUTION

In the event of any disputes arising between the Lessor and Lessee the parties shall endeavour to resolve their disputes through mediation or some other form of alternative dispute resolution prior to resorting to Court action.

5. INSURANCE

All policies of insurance required to be effected by the Lessee pursuant to its obligations under the Lease must comply with the following requirements;

- (a) All policies are to be placed with an insurer acceptable to the Lessor (whose acceptance will not be unreasonably withheld).
- (b) All policies shall be for such amounts and cover risks and contain such conditions, endorsements and exclusions as are reasonably acceptably required by the Lessor. Further, no exclusions, endorsements or alterations to such policies are to be made unless first approved by the Lessor in writing.

- (c) All policies save the contents policy are to be taken out in the names of the Lessor and Lessee for their respective rights and interests.
- (d) Duplicate or certified copies of the policies and all renewal certificates and endorsement slips are to be lodged by the Lessee with the Lessor immediately upon receipt by the Lessee.
- (e) All premiums in respect of policies and renewals of policies are to be paid punctually by the Lessee and the receipt for each premium payable in respect of each policy (or other proof of payment to the Lessor's satisfaction) is to be produced by the Lessee to the Lessor at least fourteen (14) days before the date for renewal.

6. ACKNOWLEDGEMENT, INDEMNITIES AND RELEASE

- (a) The Lessee acknowledges that the premises is in good and substantial repair, order and condition at the commencement of the Term.
- (b) The Lessee agrees to occupy and use and keep the premises at its own risk.
- (c) Without prejudice to the generality of this clause, to the extent that monies paid to the Lessor out of insurances effected by the Lessee do not fully indemnify the Lessor and except where the accident, damage, death or injury is caused by negligence of the Lessor, its contractors or employees, the Lessee indemnifies the Lessor, its contractors and employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Lessor or for which the Lessor or its contractors or employees may become liable in respect of any damage to property or death of or injury to any person which may be suffered or sustained in, upon or near the premises whether in the occupation of the Lessor or of the Lessee or of any other person.
- (d) The Lessee indemnifies the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor may become liable in respect of or arising from:
 - (i) the negligent or careless use, misuse, waste or abuse by the Lessee or any contractor, subcontractor, licensee, invitee, client, customer or visitor of the Lessee or any other person claiming through or under the Lessee of the water, gas, electricity, lighting or other services and facilities of the property, but having origin within the property or caused or contributed to by an act or omission on the part of the Lessee or other persons as aforesaid;
 - (ii) overflow or leakage of water (including rain water) in or from the property but having origin within the property or caused or contributed by an act or omission on the part of the Lessee or other persons as aforesaid;
 - (iii) loss, damage or injury from any cause whatsoever to the premises or to any property or person within or outside the premises occasioned or contributed to by any act, omission, neglect, breach or default of the Lessee or any controller, contractor, subcontractor, licensee, invitee, client, customer or visitor of the Lessee or any other person claiming through or under the Lessee or other persons aforesaid.

7. LESSOR AS ATTORNEY TO SURRENDER OF LEASE

The Lessee hereby irrevocably appoints the Lessor in the event of default by the Lessee as its true and lawful attorney to surrender or cause to be surrendered the Lease and to sign all notices, deeds and documents for the purpose of that surrender in the name of the Lessee, and upon the surrender, the Lessor will be freed and discharged from any action suit claim or demand by or obligation to the Lessee under or by virtue of the Lease.

8. LESSOR TO CLAIM FOR LOSSES

Should the Lessor terminate this Lease following a breach of any essential or fundamental term, then without prejudice to any other right or remedy of the Lessor herein contained or implied, it is expressly agreed and declared that the Lessor shall be entitled to recover from the Lessee damages for:

- (a) loss of the benefits and bargain which but for the breach by the Lessee of this Lease and the repudiation thereby accompanied, the due performance of this Lease until the expiration of the Term hereby granted would otherwise have conferred upon the Lessor; and
- (b) the sum of the total costs to the Lessor of remedying any default occurring before the termination of this Lease and of reletting the premises, and in the case of termination by the Lessor for any other reason the Lessor shall be entitled to recover from the Lessee damages in the sum of the total costs to the Lessor of remedying any such breach and of reletting the premises.

9. ABANDONMENT BY THE LESSEE

- (a) The Lessee shall immediately upon the termination of this Lease remove from the premises all trade or Lessee's fixtures (other than structural improvements) and all moveable property brought onto the premises by or on behalf of the Lessee. If the Lessee fails to remove any such trade or Lessee's fixtures or property immediately upon the termination of this Lease, the Lessor, if it does not elect as provided for in the following paragraph, may do so and store them in a public warehouse or elsewhere at the Lessee's risk and at the cost of and for the account of the Lessee. The Lessors shall not be guilty of conversion or become liable for any loss or damage occasioned by such removal. The Lessee shall forthwith make good any damage which may be occasioned to the premises by the removal of such trade or Lessee's fixtures or property. The Lessee shall also reinstate the premises to the condition they were in at the commencement of the term of this Lease or if this Lease is a renewed Lease at the commencement of the term of the original Lease (fair wear and tear excepted). If the Lessee shall fail to make good any damage or to reinstate the premises as aforesaid the Lessor may do so and all the Lessor's costs whatsoever of so doing shall be paid by the Lessee to the Lessor upon demand.
- (b) All of the Lessee's trade or fixtures or moveable property at the premises immediately after the termination of this Lease by effluxion of time or such part thereof as determined by the Lessor shall, if the Lessor elects, be and become the absolute property of the Lessor. If this Lease is determined other than by effluxion of time then the Lessee shall have seven (7) days after the sooner determination of this Lease to removal all of the Lessee's property and at the expiration of the seven (7) days if any of the Lessee's property remains on the premises the Lessor shall, if the Lessor elects, be and become the absolute owners of such property.

10. FIT OUT

- (a) The Lessee must attend to, at the Lessee's expense, the construction of any building work or modifications or any internal partitioning or finishing and all necessary fixtures and fittings and equipment required by the Lessee for the period of the Lease. The Lessee must obtain approval from the Lessor for any building work or modifications or fit out additions or changes to the premises, along with the approval of the relevant Council and any other authority where required.
- (b) Upon completion, surrender or termination of the Lease, the Lessee must at its own expense return the whole of the premises, (or if so directed by the Lessor in its discretion any part of the premises), to its original condition as found at the Commencement Date of the Lease, including repainting. The Lessee acknowledges that the condition at the Commencement Date of the Lease is the condition of the premises after the cleaning and repainting has been completed by the previous Lessee.

11. RETAIL LEASES ACT

The parties acknowledge that this is a Retail Lease as defined by the Retail Leases Act 1994 and in the event of any conflict between the terms of this Lease and the Retail Leases Act 1994, that where the Retail Leases Act 1994 applies it shall have effect.

12. PERSONAL GUARANTEE

In addition to the provisions of Clause 13 of Annexure "B", the Guarantor agrees that in the event of the liquidation of the Lessee:

- (a) The Guarantor will not lodge any proof of debt in such liquidation or bankruptcy in competition with the Lessor without the prior written consent of the Lessor;
- (b) The Guarantor will, if required to do so by the Lessor, lodge a proof of debt in any such liquidation for all moneys owed to the Guarantor and in such event will not exercise or attempt to exercise any right of set-off against the Lessee;
- (c) Any moneys recovered by the Guarantor from any such liquidation or pursuant to the realisation or enforcement of any security taken from the Lessee or any Guarantor shall be received and held in trust by the Guarantor for the Lessor to the extent of the unsatisfied liability of the Guarantor under this Lease.

13. RENT FREE PERIOD

Notwithstanding Item 13 of the Schedule of Items, and provided that the Lessee is not in breach of the terms and conditions of this Lease, and has first provided the Bank Guarantee/Security Deposit and evidence of insurances required under this Lease, the period from 10 March 2018 to 20 April 2018 shall be rent free, with rent to commence on 21 April 2018. This clause will be deleted from the Lease for any further term. Rent will be payable from the Commencement Date if the Bank Guarantee and evidence of insurances are not provided, or if any other breach of the Lease occurs. Outgoings are payable from the Commencing Date.

14. LEASE PREPARATION COSTS


BW

Each party will pay their own legal costs for the preparation of this Lease. The Lessee will be responsible for all associated costs such as stamp duty, mortgagee's consent and production fees, and registration fees.

EXECUTION BY GUARANTOR(S)




BINGSHEN WANG



Witness Name:
Witness Address:
155 West St.
South Hurstville NSW 2222







ANNEXURE B

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: DANLEX SUPERANNUATION FUND PTY LTD ACN 068 161 035

Lessee: BAIVINA PTY LTD ACN 169 067 074

This annexure consists of 13 pages.

©2007 COPYRIGHT of the Law Society of New South Wales which has approved this annexure as printed to clause 18. **WARNING: Unauthorised reproduction in whole or in part is an infringement of copyright.**

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

CONTENTS

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

RETAIL LEASE CERTIFICATE

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

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

I certify that:

- I am a solicitor not acting for the lessor;
- Before (or within 6 months after) the lessee entered into this lease –
 - the lessee requested me to give this certificate; and
 - I explained to the lessee the effect of sections 16(1) and (2), and that the giving of this certificate would result in section 16 not applying to this lease.

12/03/2018
.....
Date

.....
Signature *BSW*
NAME (BLOCK LETTERS)

Jordan
.....
.....
.....

BSW

CLAUSE 1 FORM OF THIS LEASE

What are the parts to this lease?

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 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 commencing at item 1 on the lease form and ending with item 20 in Annexure A.

CLAUSE 2 PARTIES

Who are the parties to this lease?

- 2.1 The lessor is named on page 1 of this lease.
- 2.2 The lessee is named on page 1 of this lease.
- 2.3 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY

What property is leased?

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD

How long is this lease for?

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
 - 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
 - 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
 - 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 12D in the schedule and not later than the last day stated in item 12E in the schedule;
 - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
 - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.
- If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.
- 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.

BSW

- 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 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
 - 4.6.4 item 12B becoming item 12A;
 - 4.6.5 adjustment of item 12C in the schedule; and
 - 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

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

CLAUSE 5 MONEY

What money must the lessee pay?

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

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

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

When and how is the rent to be reviewed?

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

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

- 5.5 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.
- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

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

Method 2. By reference to Consumer Price Index.

- 5.8 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 –

$$\frac{SX}{CPI 1} \times CPI 2 = \$Y$$

- 5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 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.

- 5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –
- 5.12.1 the provisions of this lease;
 - 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
 - 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
 - 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
 - 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.

- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16
- 5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Administrative Decisions Tribunal.
- 5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer
- 5.19.1 does not accept the nomination to act; or
- 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
- 5.19.3 becomes incapacitated or dies; or
- 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The lessor and lessee must each pay half the valuer's costs.
- 5.21 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before –
- 5.21.1 the next rent review date passes; or
- 5.21.2 this lease ends without the lessee renewing it; or
- 5.21.3 this lease is transferred after the rent review date with the lessor's consent; or
- 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

CLAUSE 6 USE

How must the property be used?

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

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

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

- 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; or
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
- 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
 - 7.3.2 maintain and decorate the shop front if the property has one;
 - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – 'decorate' here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
 - 7.3.4 where the property is a lot in a strata scheme:
 - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
 - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.
- 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 covering –
- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
 - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

- 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; or
 - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, 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 AND SUB-LEASE

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

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

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

What are the lessor's other obligations?

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

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

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

- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if--
- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
 - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
 - 12.7.3 the lessee abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE**What are the obligations of a guarantor?**

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 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 10B 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, NOTICES AND SPECIAL CLAUSES

- 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 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
 - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

CLAUSE 15 GOODS AND SERVICES TAX

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

- 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.
- 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 14B 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 a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 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.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
 - 16.5.1 the terminating date of this lease;
 - 16.5.2 the expiry date of any holding over under this lease; and
 - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

CLAUSE 17 SECURITY DEPOSIT

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

CLAUSE 18 STRATA CONVERSION

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

- 18.2 "Strata Acts" means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.
- 18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 Strata Titles
- 18.4.1 Lessee consents to registration of strata plan
- 18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval will not be unreasonably withheld.
- 18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.
- 18.4.2 Compliance with the Strata Acts and by-laws:
- 18.4.2.1 (Covenant): The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under the provisions elsewhere contained in this lease.
- 18.4.2.2 Not to prejudice interests of owners corporation. Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:
- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
 - invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.
- 18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:
- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
 - pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
 - pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.
- 18.4.2.4 (Indemnity): The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.
- 18.4.3 If the strata conversion occurs:
- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

IMPORTANT NOTES

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

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

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

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

.....
[Signature]

[Signature]

.....
[Signature] 12/3/18

BSW

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

.....
Solicitor for the lessor

BSW

RETAIL TENANCY

PART A - LESSOR'S DISCLOSURE STATEMENT

NSW Small Business
Commissioner
Retail Tenancy Unit
1300 795 534

Lessor/Landlord DANLEX SUPERANNUATION FUND PTY LTD ACN 068 161 035
C/- 34/62 NORTH STEYNE, MANLY NSW 2095

Lessee/Tenant BAIVINA PTY. LTD. ACN 169 087 074
C/- ROOM 2 LEVEL 12 155 CASTLEREAGH STREET SYDNEY NSW
2000

Premises 15/1127 PITTWATER ROAD, COLLAROY NSW 2097

Note:
If the terms "landlord"
and "tenant" are
substituted for "lessor"
and "lessee" in this form,
they have the same
meaning as "lessor" and
"lessee" have,
respectively, in the Retail
Leases Act 1994.

KEY DISCLOSURE ITEMS

- 1 Annual base rent under the lease** \$39,000.00 p.a.
(See item 10.1, pg 4) Including GST Excluding GST
- 2 Is rent based on turnover payable by the lessee in year 1?** Yes
(See item 12, pg 4) No
- 3 Total estimated outgoings and promotion and marketing costs for the lessee in year 1** \$7,900.00 p.a.
(See Part 5 and Part 6, pgs 5-7) Including GST Excluding GST
- 4 Term of the lease** 3 years
(See item 5, pg 3)
- 5 Estimated commencement date of the lease** 10/03/2018
(See item 5.1, pg 3)
- 6 Estimated handover date of the premises** 10/03/2018
(See item 7.1, pg 3)
- 7 Does the lessee have an option to renew for a further period?** Yes
(See item 6, pg 3) No
- 8 Does the lease provide the lessee with exclusivity in relation to the permitted use of premises?** Yes
(See item 2.2, pg 2) No

PART 1 PREMISES**1. Premises details****1.1 Street address of premises**

[Insert street address of premises and, as applicable, shop number, name of the building/centre in which the premises are located, street address of the building/centre]

15/1127 PITTWATER ROAD, COLLAROY NSW 2097, ***PROPERTY_ADDRESS***

1.2 Plan of premises (if available)

[Insert description of premises by reference to a prepared plan.]

Attach the plan to this disclosure statement as per item 33.1

1.3 Lettable area of the premises

93 m²

Actual Estimate

Will a survey be conducted?

Yes No

1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the lessor (excluding any works, fit-out and refurbishment described in Part 3)

[Select as appropriate]

- | | |
|--|---|
| <input type="checkbox"/> air conditioning | <input type="checkbox"/> separate utility meter - electricity |
| <input type="checkbox"/> cool room | <input type="checkbox"/> separate utility meter - water |
| <input type="checkbox"/> floor coverings | <input type="checkbox"/> plastered walls |
| <input type="checkbox"/> grease trap | <input type="checkbox"/> shop front |
| <input type="checkbox"/> hot water service | <input type="checkbox"/> sink |
| <input type="checkbox"/> lighting | <input type="checkbox"/> sprinklers |
| <input type="checkbox"/> mechanical exhaust | <input type="checkbox"/> suspended ceilings |
| <input type="checkbox"/> painted walls | <input type="checkbox"/> telephone |
| <input type="checkbox"/> electrical distribution load (3 phase) | <input type="checkbox"/> water supply |
| <input type="checkbox"/> electrical distribution load (single phase) | <input type="checkbox"/> waste |
| <input type="checkbox"/> separate utility meter - gas | <input type="checkbox"/> other |

1.5 Services and facilities provided by the lessor for the benefit of the premises (for example security services, cleaning)**2. Permitted use****2.1 Description of permitted use**

Jewellery shop

2.2 Is the permitted use described in item 2.1 exclusive to the lessee?

Yes No

3. Number of car parking spaces**3.1 Approximate total spaces**

2 spaces

3.2 Available spaces for customers of the building/centre

spaces

3.3 Reserved spaces for use of the lessee only

2 spaces

Note:

The lessee should investigate if the proposed use of the premises is permitted under planning laws

4. Head lease

4.1 Is the premises under a head lease or Crown lease?

 Yes No

4.2 Has the lessor provided a copy of the head lease or Crown lease to the lessee?

 Yes – attached at item 33.2 No Not applicable

4.3 Current term under the head lease or Crown lease and option/s to renew

 Not applicable Details of head lease as follows:

Current term: years / / to / /

[List any options for further terms held by the lessor under the head lease]

Options to renew: years / / to / /

4.4 Is the head lessor's consent to the lease required?

 Yes No**PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE****5. Term of lease**

5.1 Date lease commences 10/03/2018

(see also date of handover at item 7)

 Actual Estimate

5.2 Length of term

3 years

5.3 Date lease expires

09/03/2021

(based on the date indicated at item 5.1
as the date the lease commences)**6. Option/s to renew lease**

6.1 Option/s details

 No option to renew lease Options as follows:

Length of option Period of option Exercise Date

3 years

10/03/2021
to 09/03/202410/09/2020
to 09/12/2020 Actual Estimate**PART 3 WORKS, FIT-OUT AND REFURBISHMENT****7. Date of handover**

7.1 Date of handover 10/03/2018

(if different to the date the lease
commences indicated at item 5.1) Actual Estimate

8. Lessor's works

- 8.1 Description of works to be carried out by the lessor before the date the lease commences *[exclude any works that form part of the lessee's fit-out at item 9]*
N/A
- 8.2 Estimate of expected contribution by the lessee towards the cost of the lessor's works *[see also outgoings (item 14) in relation to any maintenance and repair outgoings]*
\$0.00

9. Lessee's fit-out works

- 9.1 Fit-out works to be carried out by the lessee (excluding the lessor's works at item 8) in accordance with the Lease.
- 9.2 Is the lessor providing any contribution towards the cost of the lessee's fit-out?
 Yes – *[insert details of lessor's contribution]*
 No
- 9.3 Does the lessor have requirements as to the quality and standard of shop front and fit-out?
 Yes – *[insert details or provide fit-out guide]*
In accordance with the Lease.
 No

PART 4 RENT**10. Annual base rent**

- 10.1 Starting annual base rent **\$39,000.00**
(ie. when the lease commences) Including GST Excluding GST
- 10.2 Rent free period *[describe any rent free period]*
Subject to Clause 13 of the Lease, the period from 10 March 2018 to 20 April 2018 shall be rent free, with rent to commence on 21 April 2018.
- 10.3 Date of rent commencement **21/04/2018**
- 10.4 How rent payments are to be made?
[insert description of how rent is paid – eg by equal monthly instalments in advance on the first day of each month, other than the first and last payments which is calculated on a pro-rata basis]
By equal monthly instalments in advance on the first day of each month.

11. Rent adjustment (rent review)

- 11.1 Rent adjustment date(s) and adjustment method
[insert a list of all rent adjustment dates and adjustment methods – eg. fixed increase by X%, fixed increase by \$X, current market rent, indexed to CPI]
Fixed increase by 4% annually on the anniversary of the Commencing Date and Market Review at the exercise of option.

12. Rent based on turnover

- 12.1 Is rent based on turnover payable by the lessee?
 Yes – *[insert method of calculating the turnover rent]*
 No

Note:

The lease must specify the method by which a rent based on turnover is to be determined

12.2 If a rent based on turnover is not required to be paid, does the lessor require the lessee to provide details of turnover?

Yes No

PART 5 OUTGOINGS

13. Contribution by lessee towards outgoings

13.1 Is the lessee required to pay or contribute to the lessor's outgoings?

No

Yes - fixed amount [per annum/other period] \$

Yes - floating amount per annum in respect of outgoings for which an estimate is provided in item 14

13.2 Describe any period during which the lessee is not required to pay outgoings

N/A

13.3 Date on which payment in respect of outgoings is to commence

10/03/2018

13.4 Formulae for apportioning outgoings or determining lessee's contribution to the total outgoings for the building/centre *[insert formula(e)]*

100%

13.5 The outgoings that the lessee is required to pay or contribute to as a floating amount are each of the outgoings listed in item 14 for which an estimate of the outgoing is provided.

14. Outgoings that the lessee is required to pay or contribute towards

[Provide estimates for whichever of the following outgoings the lessee is liable to pay or contribute to. Estimates are for the first 12 months of the lease or, if the lease is for less than 12 months, for the term of the lease.]

Estimates (including GST):

14.1 Administration

Administration costs
(excluding management fees and wages):

Audit fees:

Management fees:

14.2 Air conditioning/temperature control

Maintenance:

Operating costs:

14.3 Building/centre management

Body corporate/strata levies:

Building intelligence services:

Customer traffic flow services:

Energy management services:

Gardening and landscaping:

Insurance:

Pest control:

Ventilation:

14.4 Building/centre security

- Caretaking:
- Emergency systems:
- Fire levy:
- Fire protection:
- Security services:

14.5 Cleaning

- Cleaning consumables:
- Cleaning costs (excluding consumables):

14.6 Communications

- Post boxes:
- Public telephones:

14.7 Customer facilities

- Car parking:
- Child minding:
- Escalators:
- Lifts:
- Uniforms:

14.8 Customer information services

- Information directories:
- Public address/music:
- Signage:

14.9 Government rates and charges

- Local government rates and charges:
- Water sewerage and drainage rates and charges:
- Land tax:

14.10 Repairs

- Repairs and maintenance:
- Sinking fund for repairs and maintenance:

14.11 Utility services

- Electricity:
- Gas:
- Oil:
- Water:

14.12 Waste management

- Sewerage disposal:
- Waste collection and disposal:

14.13 Other Outgoings

14.14 Total estimated outgoings for the building/centre: \$

14.15 Total estimated lessee contribution to outgoings: \$

Note:

Under section 23 of the Retail Leases Act 1994, the lessor may not recover the capital costs of the building/centre from the lessee

PART 6 OTHER COSTS**15. Advertising and promotional costs**

15.1 Is the lessee required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre?

Yes No

15.2 Lessee's contribution to advertising and promotional costs per annum

Not applicable

Yes – contribution per annum is \$ Actual Estimate

Yes – contribution per annum is % of the rent (excluding GST) payable from time to time

Yes – *[insert details of lessee's contribution per annum and how this is determined]*

16. Other monetary obligations and charges

16.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement: *[eg interest and legal costs]*

In addition to the rental and other money to be paid by the Lessee under this Lease the Lessee must pay for all services consumed by the Lessee and separately metered to the premises including but not limited to electricity (including air conditioning), data usage, internal cleaning, telephone and facsimile and gas and water usage. The Lessee must also pay for any garbage and waste disposal services required for the Lessee's use of the premises.

Each party will pay its own legal costs for the preparation of this Lease and the Lessee will pay the registration fees in relation to this Lease. Interest on any late payments of monies owed under the Lease will incur interest calculated daily in accordance with the Lease.

PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)**17. Alteration works**

17.1 Are there any alteration works, planned or known to the lessor at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?

Yes - *[insert details of proposed works]*

No

18. Clauses in lease dealing with relocation and demolition works

18.1 Clause(s) in lease providing for relocation of lessee:

Clause(s) of the lease

Not applicable

18.2 Clause(s) in lease providing for demolition of the premises:

Clause(s) of the lease

Not applicable

PART 8 TRADING HOURS**19. Core trading hours relevant to lessee**

Monday	am to	pm
Tuesday	am to	pm
Wednesday	am to	pm
Thursday	am to	pm
Friday	am to	pm
Saturday	am to	pm
Sunday	am to	pm
Public holidays	am to	pm

20. Lessee access to premises outside core trading hours

20.1 Is the lessee permitted to access the premises and building/centre outside core trading hours?

Yes – [provide details including cost of access]

In accordance with the Lease.

No

PART 9 RETAIL SHOPPING CENTRE DETAILS**21. Retail shopping centre details**

21.1 Total number of shops shops

21.2 Gross Lettable area of the centre m²
 Actual Estimate

22. Annual turnover of the shopping centre

22.1 Annual estimated turnover (where collected): \$ Including GST Excluding GST

22.2 Annual estimated turnover for specialty shops, per m² (where collected)

Food	\$	per m ²	<input type="checkbox"/> Including GST	<input type="checkbox"/> Excluding GST
Non food	\$	per m ²	<input type="checkbox"/> Including GST	<input type="checkbox"/> Excluding GST
Services	\$	per m ²	<input type="checkbox"/> Including GST	<input type="checkbox"/> Excluding GST

23. Major/anchor lessees

23.1 Major/anchor lessees and lease expiry dates:

[list all major and anchor lessees (eg department stores, discount department stores, supermarkets) and the dates on which leases held by those lessees expire]

24. Floor plan and tenancy mix

24.1 Floor plan showing tenancy mix, common areas, common area trading, kiosks and major lessees:

Yes – attached at item 34.1

Not applicable

24.2 Does the lessor assure the lessee that the current tenant mix will not be altered by the introduction of a competitor?

Yes

No

Note:

This Part must only be completed if the premises are in a retail shopping centre as defined in section 3 of the Retail Leases Act 1994.

25. Customer traffic flow information

25.1 Does the lessor collect customer traffic flow information?

Yes – attached at item 34.2

No

26. Casual mall licensing for common areas

26.1 Do you adhere to the Shopping Centre Council of Australia's Casual Mall Licensing Code of Practice?

Yes – attached at item 34.3

No

PART 10 OTHER DISCLOSURES

27. Other disclosures

27.1 Are there any current legal proceedings in relation to the lawful use of the premises or building/centre?

Yes – *[provide details]*

No

28. Representations by lessor

28.1 Any other representations by the lessor or the lessor's agent:

[Lessor to insert details of any other oral or written representations made by the lessor or the lessor's agent]

N/A

PART 11 LESSOR ACKNOWLEDGEMENTS AND SIGNATURE

28. Acknowledgements by lessor

By signing this disclosure statement, the lessor confirms and acknowledges that:

- this disclosure statement contains all representations in relation to the proposed lease by the lessor and the lessor's agents as at the date of this disclosure statement,
- this disclosure statement reflects all agreements that have been made by the parties,
- the lessor has not knowingly withheld information which is likely to have an impact on the lessee's proposed business.

Warnings to lessor when completing this disclosure statement:

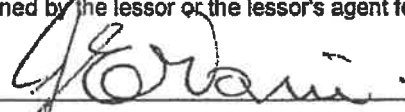
- The lessee may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

30. Lessor's signature


30.1 Name of Lessor:

DANLEX SUPERANNUATION FUND PTY LTD ACN 068 161 035

30.2 Signed by the lessor or the lessor's agent for and on behalf of the lessor:

* 

30.3 Name of lessor's authorised representative or lessor's agent:
[insert name of the person signing with the authority of the lessor]

 JOHN ERIANI

30.4 Date: 25/02/2018

PART 12 LESSEE ACKNOWLEDGEMENTS AND SIGNATURE

31. Acknowledgements by lessee

By signing this disclosure statement, the lessee confirms and acknowledges that the lessee received this disclosure statement.

Before entering into a lease, lessees should consider these key questions:

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
 - mortgages, charges or encumbrances granted by the lessor?
 - rights and obligations under a head lease?
- Does the premise comply with building and safety regulations? Are the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building/centre?
- Does the lessor require you to refurbish the premises regularly or at the end of the lease?
- Can the lessor end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures, plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?
- Is the tenancy mix of the shopping centre (if applicable) likely to change during the term of the lease? (see question 24.2)

32. Lessee's signature

It is important that a lessee seek independent legal and financial advice before entering into a lease.

32.1 Name of Lessee:

BAIVINA PTY. LTD. ACN 169 067 074.. (BINGSHUN WANG)

32.2 Signed by the lessee or the lessee's agent for and on behalf of the lessee:

x 

32.3 Name of lessee's authorised representative:

[Insert name of the person signing with the authority of the lessee]

BINGSHUN WANG

32.4 Date: 12/03/2018

Note:

[Section 11A of the Retail Leases Act 1994 requires no later than 7 days after receiving the lessor's disclosure statement from the lessor (or within such longer period as may be agreed with the lessor), the lessee must give the lessor a statement in writing (as the lessee's disclosure statement) that is in or to the effect of Part B of the form set out in Schedule 2 and completed as required by that Part.]

PART 13 ATTACHMENTS

33. List of attachments

33.1 Plan of premises (see item 1.2)

- Yes
- Not applicable

33.2 Head lease or Crown lease (see item 4.2)

- Yes
- Not applicable

33.3 Additional attachments

[list of any additional attachments]

N/A

34. List of attachments – retail shopping centre

34.1 Floor plan (see item 24.1)

- Yes
- Not applicable

34.2 Customer traffic flow statistics (see item 25.1)

- Yes
- Not applicable

34.3 Casual mall licensing policy (see item 26.1)

- Yes
- Not applicable

34.4 Additional attachments relating to the retail shopping centre

[list of any additional attachments]

ADDITIONAL INFORMATION & ADVICE FOR LESSEES

Information for the lessee to consider when entering into a retail shop lease

Before signing a lease

- You should have detailed discussions with the lessor/agent and also seek advice from business associations, your solicitor and accountant. Also consult your local Council about any regulations, permitted use or development applications affecting the shop.
- Information on these topics is included in the Retail Tenancy Guide.
- Ensure that all agreements arrived at with the landlord are included in the lease. Documentation is critical to avoiding and managing disputes about the lease.

Rent – be clear about the following issues:

- What the starting rent is, and on what basis it is calculated.
- How the rent will increase during the lease.
- If you have agreed to pay turnover rent, be clear as to how you will give this information to the lessor.
- If there is an option as part of the lease, find the clauses of the lease that tell you how and when you must exercise the option and that explain how the rent will be set.

Lease establishment – check:

- That you have read the lease and asked for advice on what it means.
- That the description of the premises in the lease is accurate and covers any rights you will have to use common areas or car parking for you, your staff or visitors.
- Whether statements you have relied on in agreeing to the lease have been documented in the Lessee's Disclosure Statement, so as to avoid disagreements later.
- Whether you need to provide a security bond or personal guarantee to secure the lease, and how much this will be. If a cash security bond is agreed to, be sure it is lodged under the NSW Government's Retail Bond Scheme.
- What expenses you will have to meet to fit-out the shop ready for trading, and whether you will have to meet any of the costs incurred by the lessor in preparing the shop for you to occupy it.

The premises – you will need to be sure that:

- The location and building suit the proposed use you will make of the leased premises and to check whether you will have to renovate to enable the shop to operate.
- The hours you can access the shop and open it to trade, as allowed by the lessor and the Council, will be sufficient to allow you to trade profitably.
- You have, or can readily obtain, all the permits and licences required to operate the type of business you have chosen, and that the Council's zoning for the premises does not restrict you from operating this type of business.
- You have a condition report or photos to document the state of the premises when taking possession to prevent or address disputes at the end of the lease. Agreements about equipment should also be documented.

Outgoings and expenses – you need to understand:

- The extra expenses you will have to meet as outgoings, and how they may change over the term of the lease. These are set out in the Lessor's Disclosure Statement.
- The information that the lessor will provide and your rights to receive estimates to allow you to plan for these expenses.
- The insurance costs you will have to meet, including any contribution to the lessor's insurance.

When you want to sell the business:

If you want to sell your business, you need to be aware of the process set out in the *Retail Leases Act 1994* for assigning the lease. The lessee becomes the assignor of the lease, and the potential new lessee becomes the assignee. In brief, these are the steps:

1. Get an updated copy of the Lessor's Disclosure Statement. If an updated disclosure statement has not been issued during the term of your lease, request one in writing from the lessor. If it is not provided within 14 days, provide the latest version of the disclosure statement you have to the assignee (or if none exists, this requirement does not apply to you).
2. Give a copy of the Assignor's Disclosure Statement to the assignee (and to the lessor at least 7 clear days before the assignment if you want to be protected from on-going liability under the lease).
3. Gather, from the assignee, the following information to provide to the lessor:
 - (a) The assignee's name and contact details.
 - (b) Documentation to indicate the assignee's financial standing.
 - (c) Business experience of the assignee.
 - (d) Written record of statements made by the assignor or lessor which influenced the assignee in deciding to enter the assignment.
4. Provide information in point 3 to the lessor in writing, by:
 - (a) delivering it personally, or
 - (b) leaving it at or posting it to the last known residential or business address of the lessor, or
 - (c) or in any other manner referred to in section 81A of the Act.
5. The Lessor must respond to the request for assignment of the lease within 28 days from the time all the required information is received, or the assignment is deemed to have taken place.
6. The reasons the lessor can refuse a request for assignment of a lease are:
 - (a) if the use of the premises is to change.
 - (b) If the assignee (new lessee) has inadequate retail skills compared to the assignor (current lessee).
 - (c) If the assignee has inferior financial resources to the proposed assignor.
 - (d) If the lessee has not complied with the procedure for obtaining consent to the assignment, as set out in section 41 of the Act.
 - (e) If the shop is in airside premises at Sydney (Kingsford-Smith) Airport and the lessor exercises the right to withhold consent to the assignment under section 80E of the Act.

General

- Check with your accountant the most tax effective way to structure the payment of rent, fit-out costs and GST.
- Make sure that all negotiated agreements are written into the lease.
- Inspect the property and take notes and photographs prior to moving in.
- Section 11A of the *Retail Leases Act 1994* requires no later than 7 days after receiving the lessor's disclosure statement from the lessor (or within such longer period as may be agreed with the lessor), the lessee must give the lessor a statement in writing (as the lessee's disclosure statement) that is in or to the effect of Part B of the form set out in Schedule 2 and completed as required by that Part.

