

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
Vendor's agent	UPSTATE GROUP COMMERCIAL Level 1, Suite 15, 888 Pittwater Road, Dee Why NSW 2099 PO Box 1785 DEE WHY NSW 2099	TEL: 9971 9000 FAX: REF: Paul Cunningham
Co-agent		
Vendor	BWD SUPER PTY LIMITED in its capacity as the trustee for R & B Electrical Services Superannuation Fund Unit 3/1754 Pittwater Road, Bayview NSW 2104	ACN 604 029 218 ABN 44 843 133 154
Vendor's solicitor	HAMER & HAMER BELROSE Suite 2, 7 Narabang Way, Belrose NSW 2085 PO Box 6, Belrose West NSW 2085	TEL: 9450 1113 FAX: 9450 2522 REF: Michael Hamer
Date for completion	42nd	day after the contract date (clause 15)
Land(address, plan details and title reference)	UNIT 47 (ALSO KNOWN AS UNIT D10)/1 CAMPBELL PARADE, MANLY VALE Registered Plan: Lot 47 Section Plan SP56291 Folio Identifier 47/SP56291	
Improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: warehouse unit	
Attached copies	documents in the List of Documents as marked or numbered: 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"/> built-in wardrobes <input type="checkbox"/> clothes line <input type="checkbox"/> curtains	<input type="checkbox"/> dishwasher <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> insect screens <input type="checkbox"/> other:	<input type="checkbox"/> light fittings <input type="checkbox"/> range hood <input type="checkbox"/> solar panels	<input type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
Exclusions				
Purchaser				
Purchaser's solicitor				
Price	\$			
Deposit	\$	(10% of the price, unless otherwise stated)		
Balance	\$			
Contract date	(if not stated, the date this contract was made)			

Buyer's agent	TEL: FAX: REF:
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Vendor	witness
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GST-AMOUNT (optional)
 The price includes
 GST of: \$

Purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness
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Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes
Proposed electronic transaction (clause 30) ☐ 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

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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 by the 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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 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 *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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.

• Purchaser

- 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 *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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 s170 of the Conveyancing Act 1919;

20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 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' 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 <i>party</i> 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.

Unit 47, 1 Campbell Parade
MANLY VALE NSW 2093

ADDITIONAL CLAUSES TO CONTRACT FOR THE SALE OF LAND

BETWEEN: **BWD Super Pty Limited ACN 604 029 218**
in its capacity as the trustee for **R & B Electrical Services**
Superannuation Fund as vendor

AND: as purchaser

DATED: 2019

32. Death, mental illness, bankruptcy, liquidation etc.

- 32.1. Without in any way negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this clause not been included in this contract, should either party (or one of them if there be more than one vendor or purchaser) prior to completion:
- 32.1.1. die, become mentally ill, then in any such event, the other party may rescind this contract by notice in writing to the other upon the terms of clause 19; or
- 32.1.2. be declared bankrupt or enter into any scheme of arrangement with creditors or being a company resolve to go into liquidation or have a petition for the winding up of either party presented or enter into any scheme of arrangement with its creditors or if any liquidator, receiver or administrator be appointed in respect of that party, in which event that party will be deemed in default under this contract, and the terms of Clause 9 shall apply.

33. Removal of registered dealings

- 33.1. On completion, the purchaser will accept a withdrawal of any caveat, a discharge of mortgage or encumbrance, a surrender of any lease not shown in the computer folio certificate or manual folio of the register and a withdrawal of any writ of execution, in registerable form as may relate to the title of the property, together with an allowance of registration fees, and the purchaser shall not be entitled to require registration prior to the completion date.

34. Purchaser's acknowledgments

- 34.1. The expression 'the property' where used in sub-clauses 34.2 and 34.3 of this clause shall include all buildings, structures, and other improvements on or under the land to be transferred pursuant to this contract and the inclusions stipulated in the terms on page one.
- 34.2. The purchaser acknowledges that prior to signing this contract the purchaser has made investigations and enquiries in relation to the property and that the purchaser has not relied upon any warranty or statement made by the vendor or by anyone on the vendor's behalf (excluding those warranties contained in Section 52A of the Conveyancing Act 1919 and Regulations thereto).

- 34.3. The purchaser shall not be entitled to make any objection, requisition or claim for compensation in relation to the state of repair, condition or construction of the property, or any part thereof.

35. Introduction by vendor's agent

- 35.1. The purchaser warrants to the vendor that the purchaser was introduced to the property solely by the real estate agent whose name appears as the vendor's agent in the terms of this contract and no other agent was the effective cause of the sale as evidenced by this contract.
- 35.2. The purchaser agrees to indemnify and keep indemnified the vendor against any claim for commission by any agent, other than the vendor's agent named in the terms of this contract, arising out of any breach of the purchaser's warranty contained in clause 35.1.
- 35.3. This clause will not merge on completion.

36. Notice to complete

- 36.1. Notwithstanding any other provision of this contract or any rule of law or equity to the contrary, the purchaser and vendor expressly agree that:
- 36.1.1. Either party hereto may, following the completion date specified on page one of the terms, issue a notice to complete making time the essence of this contract;
- 36.1.2. A period of fourteen (14) days following the date of issue of any such notice to complete shall be deemed to be a reasonable time for completion pursuant to any such notice and neither party may make any objection, requisition or claim for compensation in respect of the said period.

37. Intentionally omitted

38. Interest on unpaid purchase monies

- 38.1. The purchaser covenants and agrees that if from any cause whatsoever not attributable to the default of the vendor, this contract shall not be completed by the completion date, the purchaser shall thereafter but without prejudice to any other right of the vendor as provided in this contract or otherwise, pay to the vendor interest on the balance of the price referred to in the terms of this contract at the rate of ten per cent (10%) per annum calculated on a daily basis for the period commencing on the first day following the completion date and continuing up to and including the date of completion.
- 38.2. All such interest will be in addition to any other moneys payable under this contract.

39. Intentionally omitted

40. Goods and Services Tax (GST) – further provisions

40.1 Clause 13.2 is deleted and substituted by the following provision:

‘13.2 The vendor and purchaser agree that the price expressed in this contract is a GST exclusive price, and that any references in the printed contract or provisions to the price being inclusive of GST are expressly deleted.’

40.2 Clause 13.4 is varied by the addition of the following further provisions:

‘13.4.5 if the vendor and purchaser are mistaken and the sale of the property under this contract is not a supply of a going concern, then the vendor may, by notice in writing to the purchaser, and at any time within 7 years of the day of supply of the property to the purchaser, direct that the price is to be increased as provided under clause 13.4.6 and the amount of that increase in the price will constitute a debt due and payable by the purchaser to the vendor on demand (or as otherwise specified by the vendor in the notice under this provision)

13.4.6 if any GST is payable by the vendor in respect of the supply of the property to the purchaser, then the price specified in this contract (‘Original Price’) is to be increased so that the vendor receives an amount (‘Increased Price’) which, after subtracting the GST liability of the vendor on that Increased Price, results in the vendor receiving the Original Price after payment of that GST liability.

13.4.7 clause 13.4 and its subclauses are enduring provisions which survive the day of supply of the property to the purchaser and survive the termination of this contract. The rights and obligations of the parties under these provisions endure for 7 years from and including the day of supply of the property to the purchaser.’

41. Deposit payment by instalments

41.1 If a cooling off period applies to this contract, then the deposit referred to in the terms of the contract shall be paid as follows:

41.1.1 as to the sum of which is equivalent to 0.25% of the price on the making of this contract; and

41.1.2 as to the sum which is equivalent to the balance of the 10% deposit, on or before 5.00pm on the fifth business day after the day on which this contract was made by payment to the office of the vendor’s agent.

41.2 If the purchaser, with the agreement of the vendor, has paid an amount less than 10% of the price as a deposit on the date of this contract, or on the expiry of a

cooling off period (if applicable), then the deposit, or the balance due for payment, as referred to in the terms of the contract shall be paid as follows:

- 41.2.1 as to the sum which is equivalent to 5% of the price on or before the making of this contract, or the expiry of the cooling off period; and
- 41.2.2 as to the sum which is equivalent to the balance of the 10% deposit, on completion or within seven days upon written demand made to the purchaser by the vendor, provided that such demand shall not be made unless the purchaser shall be in default of any of his obligations under this contract, whichever is the first to occur.

42. Guarantee Agreement

42.1 In consideration of the vendor agreeing to enter into this contract with the purchaser, at the purchaser/s guarantor/s request, the purchaser's guarantor/s, namely:

(‘the purchaser’s guarantor/s’)

being the sole director and shareholder/being the directors and/or substantial shareholders/of the purchaser, guarantee/s to the vendor the due and punctual payment of all monies due by the purchaser and the due and punctual performance and observance of all terms and conditions on the part of the purchaser contained in this contract.

42.2 It is agreed that neither the giving of time to the purchaser nor any other indulgence which may be shown to the purchaser hereunder shall in any way release or discharge the purchaser’s guarantor/s from his/their liability hereunder or any rule of law or equity to the contrary notwithstanding;

42.3 In the event of the purchaser failing to pay to the vendor the monies due to the vendor hereunder, the purchaser’s guarantor/s will forthwith pay the same to the vendor without any demand and further in the event of the breach on the part of the purchaser of any term and condition on the part of the purchaser contained in this contract, the purchaser’s guarantor/s shall forthwith cause such breach to be remedied;

42.4 This guarantee shall bind the purchaser’s guarantor/s, his/their heirs, executors, administrators and assigns and themselves jointly and severally;

42.5 It is acknowledged by the parties that the provisions of this clause operate as a Deed between the vendor and the guarantor/s.

EXECUTED as a Deed

SIGNED sealed and delivered by)

)

in the presence of:)

)

Guarantor

Witness

Guarantor



LAND
REGISTRY
SERVICES

Order number: 57640843
Your Reference: 9045/BWD Super
02/07/19 09:29



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 47/SP56291

SEARCH DATE	TIME	EDITION NO	DATE
2/7/2019	9:30 AM	4	4/9/2015

LAND

LOT 47 IN STRATA PLAN 56291
AT MANLY VALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

BWD SUPER PTY LIMITED (TZ AJ746235)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP56291
- 2 5245479 CAVEAT BY THE REGISTRAR GENERAL DECLARATION OF TRUST DATED 20/8/1998

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 2/7/2019

Form number:
97-08RX
Licence number:
10V/0251/95

**CAVEAT by the
REGISTRAR GENERAL**

Real Property Act 1900

52454/9V



<p>Land affected:</p> <p>47/SP56291</p>	<p>RX</p>
--	------------------

Pursuant to section 12(1) / 82(3)* of the Real Property Act 1900, the Registrar General of New South Wales forbids the registration of any dealing/plan* affecting the land above described:

* ~~pending referral to~~
~~telephone (02) 228-~~ ~~see file~~

* not in accordance with the terms of Declaration of Trust Number
dated 20.8.1998 deposited in the Land Titles Office.

5245479V

Form number:
97-08RX
Licence number:
10V/0251/95

**CAVEAT by the
REGISTRAR GENERAL**

Real Property Act 1900



Land affected:

47/SP56291

RX

Pursuant to section 12(1) / 82(3)* of the Real Property Act 1900, the Registrar General of New South Wales forbids the registration of any dealing/plan* affecting the land above described:

- * ~~pending referral to~~
~~telephone (02) 228-~~ ~~see file~~
- * not in accordance with the terms of Declaration of Trust Number
dated 20.8.1998 deposited in the Land Titles Office.

0995LTO

*Delete whichever does not apply.

Prepared by: *M Leggs*

REQUEST

Form: 97-11R

Licence: 026CN/0536/96

Instructions for filling out this form are
available from the Land Titles Office.

New South Wales
Real Property Act 1900

5

245479

(A) STAMP DUTY

If applicable.

Office of State Revenue use only

(B) TITLE

How no more
than 20 titles.

47/SP56291

(C) REGISTERED DEALING

If applicable.

//2//

(D) LODGED BY

LTO Box	Name, Address or DX and Telephone	Dealing Code
//3// 1017A	//4// Paul Tocchini	//6//
REFERENCE (15 character maximum): #5H H: R+B ELEC		

(E) APPLICANT

R & B ELECTRICAL SERVICES PTY.LIMITED A.C.N. 001 604 388

(F) REQUEST

Pursuant to Section 82(3) of the Real property Act the Applicant applies for the Registrar General to accept the annexed Declaration of Trust for safe custody and reference and for the Registrar General to record his Caveat in respect of the interest of the beneficiaries named therein.

(G) STANDARD EXECUTION

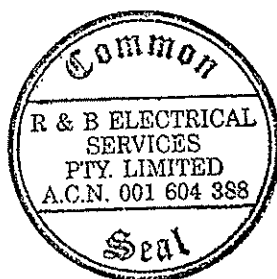
Certified correct for the purposes of the Real Property Act 1900.

DATE 20-8-98

THE COMMON SEAL OF R & B ELECTRICAL SERVICES
PTY.LIMITED was hereunto affixed by authority of the
Board of Directors previously given in the presence of:

J. L. Dawson
Secretary

[Signature]
Director



EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this
Application correct for the purposes of the Real Property Act 1900. Made and subscribed at MANLY VALE
in the State of NEW SOUTH WALES on 25th AUGUST 19 98 in the presence of

[Signature]
Signature of Witness

ROSE ALEXANDER DEL-GRANDE
Name of Witness (BLOCK LETTERS)

64 POUND AVE, FRAUCHS FOREST
Address and Qualification of Witness

JUSTICE OF THE PEACE

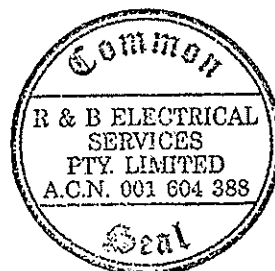
[Signature]
Signature of Applicant

5245479

THIS DEED made the 20TH day of AUGUST
One thousand nine hundred and ninety eight Between R & B ELECTRICAL
SERVICES PTY.LIMITED ACN 001 604 388 of Unit 4M, 32 Sirius Road,
Lane Cove , in the State of New South Wales (hereinafter called "the Trustee")
And the R & B ELECTRICAL SERVICES PTY.LIMITED SUPERANNUATION
FUND having its registered office at Level 2, 343 Pacific Highway, Crows Nest,
in the said State (hereinafter called "the Superannuation Fund") WHEREAS R &
B ELECTRICAL SERVICES PTY.LIMITED is the purchaser described in a
contract for sale dated 24th June 1998 the first page of which is annexed hereto
and marked with the letter "A" AND WHEREAS it is the intention of R & B
ELECTRICAL SERVICES PTY.LIMITED in consideration of the sum of Ten
dollars (\$10.00) to stand possessed of the property referred to in the said
Contract for Sale and known as Unit D10, 1 Campbell Parade, Manly Vale being
the whole of the land contained in Folio Identifier 47/SP56291 for and on behalf
of the R & B ELECTRICAL SERVICES PTY.LIMITED SUPERANNUATION
FUND and the whole of the beneficial interest in the land is retained by R & B
ELECTRICAL SERVICES PTY.LIMITED as trustee for the R & B ELECTRICAL
SERVICES PTY.LIMITED SUPERANNUATION FUND.

The Common Seal of R & B ELECTRICAL
SERVICES PTY. LIMITED ACN
was hereunto affixed by authority of the
Board of Directors previously given
in the presence of:





- 2 -

SIGNED SEALED AND DELIVERED
BY THE R & B ELECTRICAL SERVICES
PTY.LIMITED SUPERANNUATION FUND
BY ITS TRUSTEES

A handwritten signature in black ink, appearing to be 'R. B. Electrical Services', is written over a dotted line.

CONTRACT FOR SALE OF LAND - 1996 EDITION

(this contract consists of this sheet, the provisions of this contract and anything attached)

TERM **MEANING OF TERM**

Vendor's agent SOLD WITHOUT THE INTERVENTION OF AN AGENT

Vendor **CAMPBELL PROPERTY INVESTMENTS PTY LIMITED**
ACN 080 885 070
Level 1, 22 Darley Road
MANLY NSW 2095

Vendor's solicitor **COWLEY HEARNE**
Level 10, 60 Miller Street Tel: 02 9956 2161
NORTH SYDNEY NSW 2060 Fax: 02 9959 3614
DX 10525 NORTH SYDNEY Ref: MDG:980151/D10

Deposit holder The deposit will be released to the Vendor on the date of this contract

Completion date The date which is 6 weeks after the date of this contract

Property The land, the improvements, all fixtures and the inclusions, but not the exclusions

Land **Address: UNIT D10, 1 CAMPBELL PARADE MANLY VALE**
Plan: Lot 47 in Strata Plan 56291 (copy attached)
Title: Certificate of Title Folio Identifier 47/SP56291
Torrens (Strata) Fee simple - ownership

Improvements Commercial premises

Inclusions Nil (all inspected by purchaser)

Exclusions Any tenants fittings, fixtures, plant and equipment

Purchaser **R & B ELECTRICAL SERVICES PTY LIMITED**
SUPERANNUATION FUND
Unit 4M, 32 Sirius Road
LANE COVE NSW 2066

if more than one: Joint tenants/ Tenants-in-common (in equal shares unless otherwise stated)

Purchaser's solicitor **PAUL TOCCHINI**
30 Fisher Road Tel: 9982 1099
DEE WHY NSW 2099 Fax: 9982 5099

Price **Price in words: ONE HUNDRED & NINETY THOUSAND DOLLARS**

Price \$190,000.00
Deposit \$ 19,000.00 (10% of price)
Balance \$171,000.00

Dated the day of 1998

**R & B ELECTRICAL SERVICES
PTY.LIMITED**

Trustee

and

**R & B ELECTRICAL SERVICES
PTY.LIMITED SUPERANNUATION
FUND**

DECLARATION OF TRUST

Paul Tocchini
Solicitor
PO Box 1756
DEE WHY NSW 2099
Phone : 9977 0800
Fax : 9977 0599

2097



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP56291

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/7/2019	1:38 PM	8	27/2/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 56291
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MANLY VALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP56291

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 56291
ADDRESS FOR SERVICE OF DOCUMENTS:
ROBINSON STRATA MANAGEMENT
LEVEL 1, 48 LAWRENCE STREET
FRESHWATER, NSW 2096

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE INDUSTRIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
- 3 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
K295314 -RIGHT OF CARRIAGEWAY AFFECTING THE PART OF LOT
1 SHOWN AS "SITE OF PROPOSED RIGHT OF WAY" IN
DP503142
DP817666 -EASEMENT FOR SEWERAGE PURPOSES OVER EXISTING
LINE OF PIPES
- 4 L840767 COVENANT
- 5 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM CREATED BY:
DP817666 -EASEMENT TO DRAIN WATER 1.83 WIDE
- 6 AP87889 INITIAL PERIOD EXPIRED
- 7 AP87889 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 56291

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 154	2	- 110	3	- 111	4	- 109
5	- 109	6	- 109	7	- 109	8	- 109

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 4/7/2019

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP56291

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 56291

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 109	10	- 109	11	- 109	12	- 109
13	- 109	14	- 111	15	- 111	16	- 108
17	- 108	18	- 108	19	- 108	20	- 108
21	- 103	22	- 103	23	- 111	24	- 106
25	- 81	26	- 125	27	- 92	28	- 92
29	- 92	30	- 92	31	- 99	32	- 92
33	- 92	34	- 92	35	- 92	36	- 111
37	- 109	38	- 109	39	- 109	40	- 123
41	- 123	42	- 123	43	- 123	44	- 123
45	- 123	46	- 122	47	- 122	48	- 122
49	- 122	50	- 124	51	- 124	52	- 122
53	- 147	54	- 106	55	- 106	56	- 106
57	- 185	58	- 201	59	- 125	60	- 125
61	- 125	62	- 125	63	- 197	64	- 125
65	- 125	66	- 125	67	- 125	68	- 125
69	- 125	70	- 92	71	- 92	72	- 55
73	- 125	74	- 118	75	- 118	76	- 118
77	- 118	78	- 118	79	- 118	80	- 118
81	- 118	82	- 197	83	- 118	84	- 118
85	- 118	86	- 118				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 4/7/2019

* 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.

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SAI Global Property Division 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.

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 7 Sheets

S. P. 69578

EASEMENT TO DRAIN WATER
26'25" WIDE (D.P. 80237)

MACKELLAR
GIRLS HIGH SCHOOL

D.P. 214130

199'54" EASEMENT TO DRAIN WATER 25' WIDE WIDE D.P. 667690 (11.47)

ADT. 20116
TO
QUINN RD.

STRATA PLAN 56291

D. P. 69578

104

123-87

65-55

CARSPACES

ONE
STOREY
FACTORY UNIT
BUILDING
METAL ROOF

METAL BLOCK
ONE STOREY
FACTORY UNIT BUILDING
METAL ROOF

SEE
DIAGRAM

ONE STOREY BRICK FACTORY UNIT BUILDING
CONCRETE FLOOR ROOF

64-28

CAMPBELL

PARADE

PT. 1 D.P. 818957

D.P. 818957

2

DEMOTES EXISTING EASEMENT
TO DRAIN WATER 183' WIDE
(D.P. 818666)

BLOCK 'B'

LOCATION PLAN

DIAGRAM
NOT TO SCALE

Reduction Ratio 1:500

Lengths are in metres

K. A. Hobbs
Registered Surveyor

A. Colman
Council Clerk

SURVEYORS REFERENCE 27447-2



OFFICE USE ONLY

STRATA PLAN 56291

SCHEDULE OF UNIT ENTITLEMENT

LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.
1	154	27	92	53	147	79	118
2	110	28	92	54	106	80	118
3	111	29	92	55	106	81	118
4	109	30	92	56	106	82	197
5	109	31	99	57	185	83	118
6	109	32	92	58	201	84	118
7	109	33	92	59	125	85	118
8	109	34	92	60	125	86	118
9	109	35	92	61	125	AGG. 10,000	
10	109	36	111	62	125		
11	109	37	109	63	197		
12	109	38	109	64	125		
13	109	39	109	65	125		
14	111	40	123	66	125		
15	111	41	123	67	125		
16	108	42	123	68	125		
17	108	43	123	69	125		
18	108	44	123	70	92		
19	108	45	123	71	92		
20	108	46	122	72	55		
21	103	47	122	73	125		
22	103	48	122	74	118		
23	111	49	122	75	118		
24	106	50	124	76	118		
25	81	51	124	77	118		
26	125	52	122	78	118		

Reduction Ratio 1:

Lengths are in metres



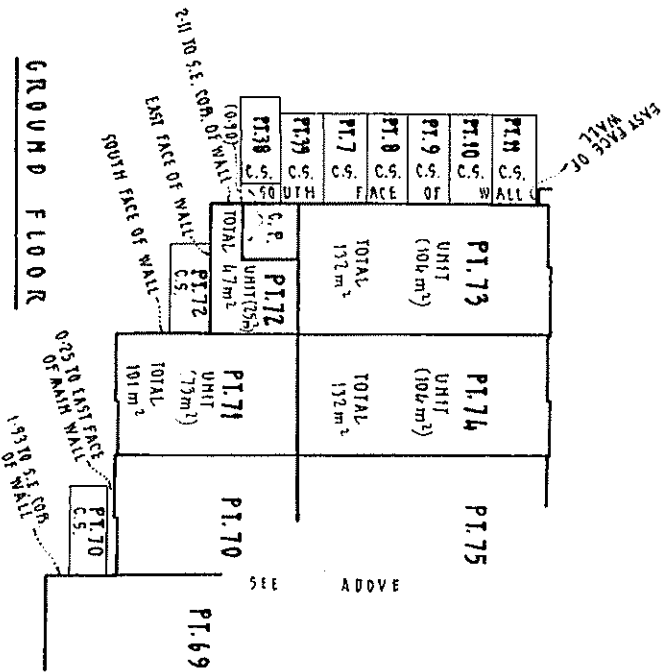
K. S. Hobbie
Surveyor Registered under Surveyors Act 1929
SURVEYOR'S REFERENCE: 27447-2

A. Olanwa
General Manager/Authorised Person

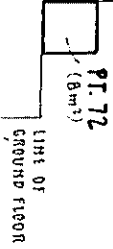
STRATA PLAN 56291

PL.74	PL.75	PL.76	PL.77	PL.78	PL.79	PL.80	PL.81	PL.82	PL.83	PL.84	PL.85	PL.86	PL.57
UNIT (104m ²)	UNIT (104m ²)	UNIT (104m ²)	UNIT (104m ²)	UNIT (103m ²)	UNIT (107m ²)	UNIT (108m ²)	UNIT (108m ²)	UNIT (217m ²)	UNIT (108m ²)	UNIT (108m ²)	UNIT (108m ²)	UNIT (108m ²)	UNIT (193m ²)
TOTAL 132m ²	TOTAL 132m ²	TOTAL 132m ²	TOTAL 132m ²	TOTAL 131m ²	TOTAL 135m ²	TOTAL 135m ²	TOTAL 135m ²	TOTAL 259m ²	TOTAL 136m ²	TOTAL 136m ²	TOTAL 150m ²	TOTAL 150m ²	TOTAL 221m ²
PL.71	PL.70	PL.69	PL.68	PL.67	PL.66	PL.65	PL.64	PL.63	PL.62	PL.61	PL.60	PL.59	PL.58
UNIT (72m ²)	UNIT (103m ²)	UNIT (103m ²)	UNIT (103m ²)	UNIT (103m ²)	UNIT (108m ²)	UNIT (108m ²)	UNIT (108m ²)	UNIT (217m ²)	UNIT (108m ²)	UNIT (108m ²)	UNIT (108m ²)	UNIT (108m ²)	UNIT (212m ²)
TOTAL 100m ²	TOTAL 131m ²	TOTAL 131m ²	TOTAL 131m ²	TOTAL 131m ²	TOTAL 135m ²	TOTAL 135m ²	TOTAL 135m ²	TOTAL 259m ²	TOTAL 136m ²	TOTAL 136m ²	TOTAL 136m ²	TOTAL 136m ²	TOTAL 240m ²

GROUND FLOOR



BLOCK 'B'



MELANINE

Reduction Ratio 1:300

Lengths are in metres



K. J. Hobbs

A. Caplan

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 27447-2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 6 of 7 Sheets

STRAITA PLAN 56291

NOTES:- C.S. DENOTES CARSPACE.

OPEN CARSPACES EXTEND TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BITUMEN FLOORS. UNLESS OTHERWISE SHOWN, CARSPACES ARE RECTANGULAR AND ARE 2.5 WIDE & 5.4 LONG & ARE 14mm IN AREA. AREAS ARE APPROXIMATE ONLY.

○ DENOTES CARSPACE BOUNDARY TO SOUTH-WEST, ON LINE OF SOUTH-WEST, FACE OF MAIN WALL.

✚ DENOTES THIS PART OF THE LOT IS THE STRAITA BETWEEN THE UPPER SURFACE OF THE CONCRETE ROOF OF THE MEIER ROOM & THE MAIN ROOF ABOVE. UNITS EXTEND IN HEIGHT TO THE UNDERSIDE OF ROOF RAFTERS.

PT. 35 C.S.	PT. 36 C.S.	PT. 37 C.S.	PT. 38 C.S.	PT. 39 C.S.
UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)
TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²

PT. 36 C.S.	PT. 37 C.S.	PT. 38 C.S.	PT. 39 C.S.	PT. 40 C.S.	PT. 41 C.S.	PT. 42 C.S.	PT. 43 C.S.	PT. 44 C.S.	PT. 45 C.S.	PT. 46 C.S.	PT. 47 C.S.	PT. 48 C.S.	PT. 49 C.S.	PT. 50 C.S.	PT. 51 C.S.	PT. 52 C.S.	PT. 53 C.S.	PT. 54 C.S.	PT. 55 C.S.	PT. 56 C.S.
UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)
TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²	TOTAL 123m ²

PT. 39 C.S.	PT. 40 C.S.	PT. 41 C.S.	PT. 42 C.S.	PT. 43 C.S.	PT. 44 C.S.	PT. 45 C.S.	PT. 46 C.S.	PT. 47 C.S.	PT. 48 C.S.	PT. 49 C.S.	PT. 50 C.S.	PT. 51 C.S.	PT. 52 C.S.	PT. 53 C.S.
UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)	UNIT (93m ²)
TOTAL 139m ²	TOTAL 139m ²	TOTAL 139m ²	TOTAL 139m ²	TOTAL 139m ²	TOTAL 139m ²	TOTAL 139m ²	TOTAL 139m ²	TOTAL 139m ²	TOTAL 139m ²	TOTAL 139m ²	TOTAL 139m ²	TOTAL 139m ²	TOTAL 139m ²	TOTAL 139m ²

BLOCK 'C'

Reduction Ratio 1:300

Lengths are in metres

K. G. Moller
Registered Surveyor

A. Caplan
Council Clerk



STRATA PLAN 56291

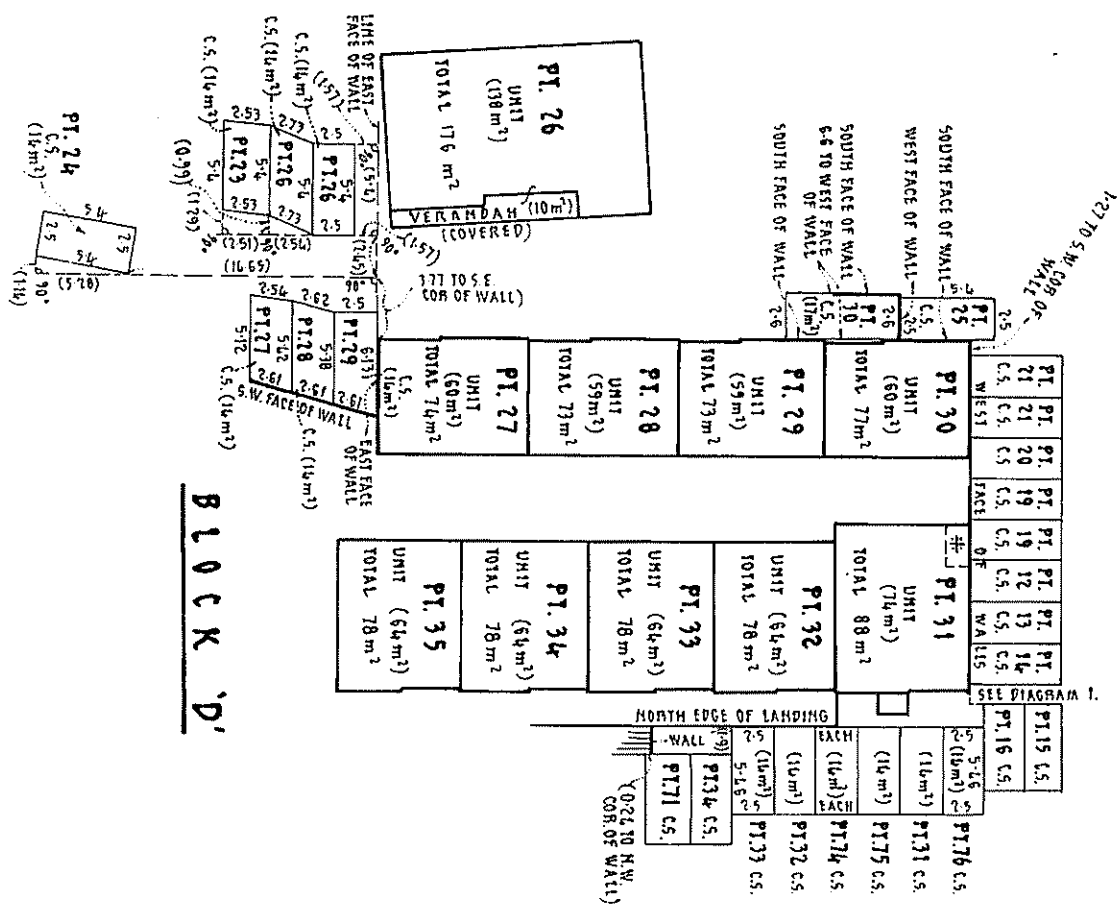


DIAGRAM 1

C.S. DENOTES CASSPACE.

OPEN CARSPACES EXTEND TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

UNLESS OTHERWISE SHOWN, CAPSPACES ARE RECTANGULAR AND ARE 2.5 WIDE C 5.4 LONG, AND ARE 14m² IN AREA.

AREAS ARE APPROXIMATE ONLY.

± DEMOLISH THIS PART OF LOT 31 IS THE STRAIDUM BETWEEN THE UPPER SURFACE OF THE CONCRETE ROOF OF THE MASTER ROOM AND THE MAIN ROOF ABOVE.

UNITS EXTEND IN HEIGHT TO THE UNDERSIDE OF ROOF RAFTERS.

Reduction Ratio 1:300

Lengths are in metres



K. F. Hedges
Registered Surveyor

A. Cofone,
Council Clerk

SURVEYORS REFERENCE 27467-2

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



R.P. 13A. No. K 295314

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



Fees:— £ s. d.

Lodgment 5-0-0

Endorsement 2-0-0

7-0-0

9-5-0

9-5-0

9-5-0

9-5-0

9-5-0

9-5-0

9-5-0

(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 permanent black non-copying ink.

DONALD MAURICE RIDLEY of Manly Vale Builder

(herein called transferor)

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

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

FIVE THOUSAND DOLLARS

(£5,000.00) (the receipt whereof is hereby acknowledged) paid to me by

FREDERICK THOMAS WENTWORTH and PATRICIA WENTWORTH

do hereby transfer to

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

of 6/129 Queenscliff Road Queenscliff, Chief Draftsman Home Duties
FREDERICK THOMAS WENTWORTH and PATRICIA WENTWORTH his wife
as joint tenants

(herein called transferee)

c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorized by Reg. 63 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

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

County.	Parish.	Reference to Title.			Description of Land* (if part only).
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>MANLY COVE</u>	<u>WHOLE</u>	9476	177	1.61.
RESERVING unto the Transferor or other the Registered Proprietors for the time being of Lot 2 in Deposited Plan No. 503142 a right of carriageway over so much of the land hereby transferred as is described as "Site of proposed right of way" in Certificate of Title Volume 9476 Folio 177. It is agreed that the land having the benefit of the said right of way is Lot 2 Deposited Plan No. 503142 and the land having the burden thereof is the land hereby transferred and that the right of way may be released varied or modified by the Registered proprietor for the time being of Lot 2 Deposited Plan No. 503142.					

1006152

K235314

~~(And the transferee covenant(s) with the transferor)~~

AND the Transferees on behalf of themselves and the Executors of the survivor of either of them covenant with the Transferors and others the Registered Proprietors of the said Lot 2 in Deposited Plan No. 503142 that they the Transferees will whenever called upon soto do by the Transferor or by the Council of the Shire of Warringah dedicate without cost so much of the said land as is subject to the before-mentioned right of carriageway and it is agreed and declared that the expression "without cost" will mean that the Transferees will not require any payment by way of compensation in consideration of such dedication. The Transferees further covenant with the Transferor that should they sell, transfer, mortgage lease or otherwise part with the possession of the land hereby transferred they will take a similar covenant from such purchaser, transferee, mortgagee or lessee and it is agreed further that the land having the burden of this covenant is the land hereby transferred and the land having the benefit thereof is Lot 2 in Deposited Plan No. 503142 and the person or persons by whom the same may be released varied or modified is the Registered Proprietor for the time being of the said Lot 2 AND FURTHER it is agreed that such covenant shall become void and of no effect upon the said land being dedicated to the said Council.

d Strike out if unnecessary, or suitably adjust.

(i) If any easements are to be created or any exceptions to be made; or

(ii) If the statutory covenants implied by the Act are intended to be varied or modified.

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

AND the Transferees on behalf of themselves and others the Registered Proprietors of the land hereby transferred covenant with the Transferors and others the Registered Proprietors of the said Lot 2 that they during the ownership of the said Lot 2 by the Transferor will not erect or cause to be erected on the land hereby transferred any fence to divide the same from the said Lot 2 without the consent of the Transferor his Executors, Administrators or Assigns but such consent shall not be withheld if such fence were erected without expense to the Transferor his Executors, Administrators or Assigns and in favour of any person dealing with the Transferees or their Assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. It is agreed that the land having the benefit of this covenant is Lot 2, Deposited Plan No. 503142 the land having the burden thereof of the land hereby transferred and this restriction may be released varied or modified by the Registered Proprietor for the time being of the said Lot 2."

ENCUMBRANCES, &c., REFERRED TO.

* A very short note will suffice.

St 437-2 K (165-2

- N I L -

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

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

Execution may be proved where the parties are resident:—

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

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

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Consul-General or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witnesses may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; 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 noticed in the attestation.

St 437—3 K 1165—2

Signed at

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

Signed at Manley the first day of April 1966
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME
[Signature]
Transferor.

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

[Signature]
[Signature]
7-3-66 Transferee(s).

K 295314
No. _____

LODGED BY BIDDULPH & SALENGER
Solicitors,
149 Castlereagh Street,
SYDNEY, 61-9838.

FEES.

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

- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of £2 is made in each of the following:—
- (i) Where a restrictive covenant is imposed; or
 - (ii) A new easement is created; or
 - (iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 C.T.
2 C 7 9476-178 for received Docs.
3 _____ Nos.
4 _____ Receiving Clerk.
5 _____
6 _____

PARTIAL DISCHARGE OF MORTGAGE.

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

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

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

Dated at _____ this _____ day of _____ 19 ____
Signed in my presence by _____

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
	<u>Subject to covenant</u> <u>and</u> <u>Reserving Right of Easement</u>
Checked by	Particulars entered in Register Book.
Passed (in S.D.B.) by	<u>14-4-1966</u>
Signed by	<u>at</u> <u>12 noon</u> <u>Jawataon</u> Registrar-General.

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.	FOR.	

PLAN FORM 2

QUICK REFERENCE 22625 MPD

SECTION REFERENCE 22625 MPD

PLAN FORM 2

QUICK REFERENCE 22625 MPD

SECTION REFERENCE 22625 MPD

PLAN FORM 2

QUICK REFERENCE 22625 MPD

SECTION REFERENCE 22625 MPD

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SECTION REFERENCE 22625 MPD

PLAN FORM 2

QUICK REFERENCE 22625 MPD

SECTION REFERENCE 22625 MPD

PLAN FORM 2

QUICK REFERENCE 22625 MPD

SECTION REFERENCE 22625 MPD

QUICK REFERENCE 22625 MPD

SECTION REFERENCE 22625 MPD

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER OF
LAND TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919.

PART 1
Sheet 1 of 2 sheets

PLAN DP 817666

Subdivision of Lot 2 in DP 503142
covered by Council Clerk's certificate
No. 9243 dated 25th April 1992

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

NITOL HOLDINGS PTY LIMITED
(A.C.N. 000 636 628)
1 Campbell Parade, Manly Vale.

1. Identity of Easement firstly
referred to in the above-
mentioned plan

Easement to drain water 1.83 wide

Schedule of Lots Affected

Lot Burdened

Lot and Authority Benefitted

Lot 101

Council of the Shire of Barrington

2. Identity of Easement secondly
referred to in the above-
mentioned plan

FOR SEWERAGE PURPOSES
Easement to discharge over existing
line of pipes

Schedule of Lots Affected

Lot Burdened

Lot Benefitted

Lot 102

Lot 101

3. Identity of Restriction thirdly
referred to in the above-
mentioned plan

Restriction on the use of land

Schedule of Lots Affected

Lot Burdened

Lot Benefitted

Lot 102

Lot 101

4. Identity of Restriction fourthly
referred to in the above-
mentioned plan

Restriction as to user

Schedule of Lots Affected

Lot Burdened

Authority Benefitted

Lot 102

Council of the Shire of Barrington

WARRINGAH SHIRE COUNCIL
SHIRE CLERK

REGISTERED 1-7-1992

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER OF
LAND TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919

Sheet 2 of 3 sheets

PLAN DP 817666

Subdivision of Lot 2 in DP 503142 covered
by Council Clerk's certificate No. 9243 dated
25th April 1992

PART 2

1. Terms of easement secondly referred to in the above-mentioned plan

Full and free right for every person who is at any time entitled to an estate or interest in
possession of the land herein indicated as the dominant tenement or any part thereof with which
the right shall be capable of enjoyment, and every person authorized by him, from time to time
and at all times by means of pipes to drain sewage and other waste material and fluid in any
quantities across and through the land burden indicated as the servient tenement, together with
the right to use, for the purpose of draining sewage or any pipe or pipes in replacement or in
substitution thereof and together with the right for the grantee and every person authorized by
him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the
servient tenement and to remain there for any reasonable time for the purpose of laying,
inspecting, cleaning, repairing, maintaining or renewing such pipe line or any part thereof and for
any of the aforesaid purposes to open the soil of the servient tenement to such extent as may
be necessary provided that the grantee and the persons authorized by him will take all
reasonable precautions to ensure as little disturbance as possible to the surface of the servient
tenement and will restore that surface as nearly as practicable to its original condition and this
easement shall not be released varied or modified without the consent of the Water Board.

REGISTERED 1-7-1992

WARRINGAH SHIRE COUNCIL
SHIRE CLERK

10 20 30 40 50 60 70 80 90 100 110 120 130 140

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day. 13rd July 1992



2

X

X

X

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE OF LAND TO BE CREATED PURSUANT TO SECTION 80B OF THE CONVEYANCING ACT 1981.

Sheet 2 of 2 sheets

PLAN DP817666

Subdivision of Lot 2 in DP 509142 covered by Council Clerk's certificate No. 9243 dated 29th April 1992

W.P.
W.P.
W.P.

2.1. Terms of restriction, hereby referred to in the above mentioned plan

No building or other structure shall be erected, constructed or placed on the land shown as easement for sewerage purposes over existing line of pipe without the prior consent in writing of the Water Board first had and obtained for otherwise that in strict compliance with such conditions as the said Board may impose and this restriction shall not be varied modified or repealed without the written consent of the Water Board.

3.2. Terms of restriction, hereby referred to in the above mentioned plan

No additional building or other structure shall after the date of this instrument be erected, constructed or placed on the lot bordered with this restriction until such time as the Council of the Shire of Barrington is in its discretion reasonably satisfied that adequate drainage is provided by way of drainage easements or otherwise. The lot hereby bordered by the registered proprietor for the time being of the lot hereby bordered to provide for drainage of surface water and of roof drainage from that lot to its existing state and of the lot itself. Great and highly valuable and other appurtenant areas in and about developed sites and this restriction shall not be varied modified or repealed without the written consent of the Council of the Shire of Barrington.

The Common Seal of MTOL HOLDINGS PTY LIMITED (A.C.N. 008 656 628) was hereunto affixed by order of the Board and in the presence of:

W.P.
W.P.
W.P.



Director

WESTPAC BANKING CORPORATION

By its Attorney
W.P.
 Secretary

W.P.
 Director

WESTPAC BANKING CORPORATION

By its Attorney
W.P.
 Secretary

W.P.
 Director

WESTPAC BANKING CORPORATION

By its Attorney
W.P.
 Secretary

W.P.
 Director

REGISTERED 18-1-1992

W.P.
 Director

W.P.
 Director



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

3rd July 1992



10 20 30 40 50 60 70 Table of mm 110 120 130 140

Fees:— £ s d.
Lodgment : :
Endorsement : :

NEW SOUTH WALES

\$=0075

£ s d.

STAMP DUTY

County,	Parish,	Reference to Title,			Description of Lands (if part only).
		Whole or Part,	Vol,	Fol.	
CUMBERLAND	MANLY COVE	WHOLE	9476	178	

70	3394	Р
----	------	---

And the transferee covenant(s) with the transferor that no fence shall be erected on the land hereby transferred to divide it from the land contained in lots 10 and 11 D.P.12186 without the consent of the Transferor or his Executors Administrators and Assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the Transferor or his said Executors, Administrators and Assigns and in favour of any person dealing with the Transferr or its Assigns every such consent shall be deemed to be given in respect of every fence for the time being erected and for the purposes of Section 88 of the Conveyancing Act 1919 (as amended) it is acknowledged that -

- (a) The land to which the benefit of the covenant is appurtenant is the land contained in Lots 10 and 11 D.P.12186 or any part or parts thereof;
- (b) The persons by whom or with whose consent this covenant may be released, modified or varied are the registered proprietors for the time being of Lots 10 and 11 D.P.12186.
- (c) The land subject to the burden of this covenant is the land hereby transferred.

d Strike out if unnecessary, or suitably adjust,

(i) if any easements are to be created or any extensions to be made; or

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

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

ENCUMBRANCES, &c. REFERRED TO.*

* A very short note will suffice.

K 1145-2

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witnesses should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

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

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

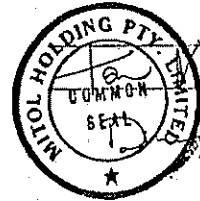
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Consul-General or Secretary of an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Consul-General, Official Secretary or Assistant Official Secretary at the Australian Consulate's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London, who should affix his seal of office, or the attesting witnesses may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

4 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 is signed or acknowledged before one of these parties.

Signed at Perth the fourth day of May 1970.
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME
James S. J. J.
[ADJUDICATOR]

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



THE COMMON SEAL OF MITOL HOLDING PTY. LIMITED
Signed in my presence by the transferee
PTY. LIMITED was hereunto
WHO IS PERSONALLY KNOWN TO ME
affixed by Authority of the
Directors in the presence of:-
John
Secretary.

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

† N.D.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; 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 noticed in the attestation.

No. **L840767**

LODGED BY **PHILIP EDWARDS & CO:**
COMMONWEALTH BANK CHAMBERS
35 THE CONSO
MANLY

FEES.

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

- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £1. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of £1 is made in each of the following:—
 - (i) Where a restrictive covenant is imposed; or
 - (ii) A new easement is created; or
 - (iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Received Docs.
Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

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

I,

mortgagee under Mortgage No.

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

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

Dated at _____ this _____ day of _____ 19 _____
Signed in my presence by _____

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
Checked by 	Particulars entered in Register Book.
Passed (in S.D.B.) by	
Signed by 	on <u>19-5-1970</u> at <u>12 noon</u> Registrar-General.

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.	



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

AP87889D

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP56291	
(B) LODGED BY	Document Collection Box 124E	Name, Address or DX, Telephone, and Customer Account Number if any GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 13 5669 Reference: KERI: 8028204
		CODE CH

- (C) The Owners-Strata Plan No. 56291 certify that a special resolution was passed on 13/12/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law No. 10
Amended by-law No. NOT APPLICABLE
as fully set out below:
See pages 13 to 16 of Annexure One.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure One
- (G) The seal of The Owners-Strata Plan No. 56291 was affixed on 18/02/19 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: **CHARLES WIGGINS**

Authority: **STRATA MANAGER**

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

*OFF CB
ON 01*



Annexure One

Consolidated By-laws for Strata Plan No. 56291

1 Campbell Parade MANLY VALE NSW2093

Note: By Laws 1 to 13 Inclusive are the Model By Laws applicable to Industrial Schemes as per the Strata Schemes Regulation 1997 which were the Bylaws in place when SP 56291 was created

1 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

2 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any sign to advertise the activities of the occupier of the lot, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.

- (5) Despite section 62, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in subclause (3) that forms part of the common property and that services the lot.

4 Children on common property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

5 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

6 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the written approval of the owners corporation.

7 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the or specified part of the glass clean, or owner or occupier of the lot safely or at all.

8 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (3) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (4) Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

9 Appearance of lot

The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

10 Change in use of lot to be notified

An occupier of a 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).

11 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

12 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

13 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) security services,
 - (b) promotional services,
 - (c) cleaning,
 - (d) garbage disposal and recycling services,
 - (e) electricity, water or gas supply,
 - (f) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier

Note: Special By Laws 1 to 6 Inclusive were created by Special Resolution and lodged as Dealing AF780671.

Special By-law 1 Use of car spaces

An owner or occupier of a lot shall ensure that only registered vehicles/trailers, in a road worthy state, are parked in the car spaces within the complex. The Owners Corporation reserves the right, at its absolute discretion, to remove and dispose of any vehicle or trailer that does not meet these criteria.

Special By-law 2 Excessive water usage

That the Executive Committee is empowered, at its absolute discretion, to install water meters to monitor the water usage to those lots which in the opinion of the Executive Committee are exceeding the reasonable daily allowance for the usage of 1 water closet and 1 bathroom sink and 1 kitchen sink that the common water supply is provided for to all lots in general, and should the water usage (as measured by any such water meter) for any particular lot be in excess of the Executive Committee's assessment of what is a reasonable consumption as applies to the majority of the lots, then, the Owners Corporation is entitled to be compensated by the Owner of such lot to recover the costs for such water usage plus any administrative fees or costs associated with such cost recovery.

Special By-law 3 Roller doors

The Owners Corporation shall accept liability for the replacement of all original Roller Shutter Doors which were part of the Common Property at the time of registration of the Strata Scheme, provided the owner or occupier of the lot takes reasonable steps to ensure that the roller shutter door is maintained in good working order. However, once that original roller shutter door has been replaced at the expense of the Owners Corporation it shall become the responsibility of the owner or occupier of the lot to maintain, repair or replace the roller shutter door, unless the event which causes the need to repair or replace the replacement Roller Shutter Door is covered by the Owners Corporation buildings risk insurance policy and then only to the extent of the insurance payout associated with any such the event.

Special By-law 4 Parking of vehicles

An owner or occupier of a lot shall not cause or permit any vehicle to be parked on the lot or on the common property so as to obstruct access to the roller shutter doors and parking spaces of other lots.

Special By-law 5 Oil spillage

An owner or occupier of a lot shall not permit any vehicle to drop grease or oil on the pavement or common property.

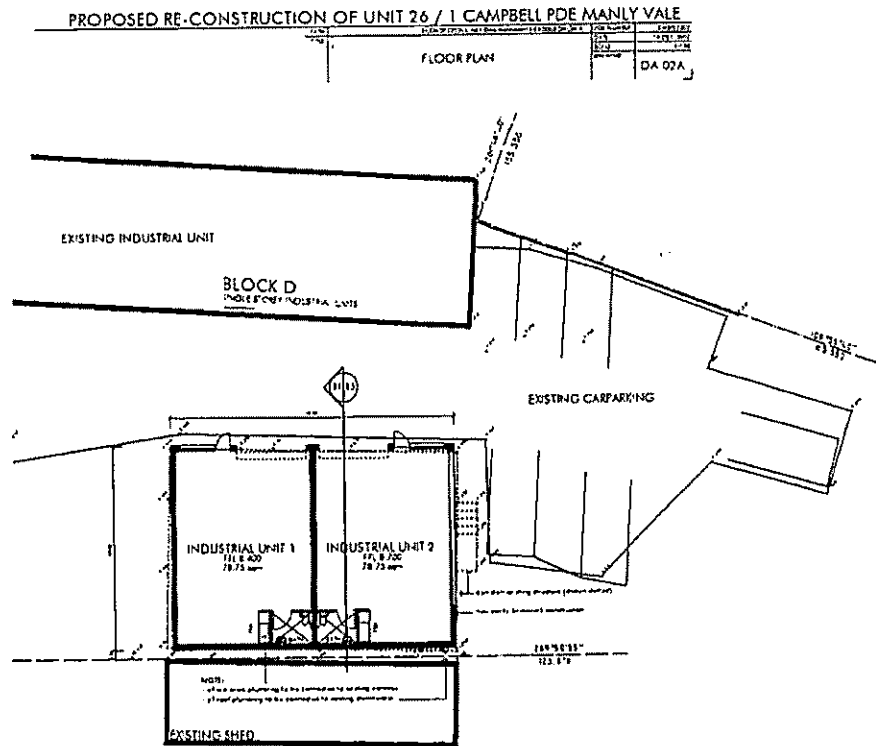
Special By-law 6 Redevelopment of lot 26

Pursuant to section 65A of the Strata Schemes Management Act 1996, the Owners Corporation grants a License to the Owner/Proprietor of Lot 26 also known as Unit A26 for the demolition of the existing wooden building and the construction of a new complex of two separate factory units within the area of the Common Property currently occupied by Lot 26. and;

- 1) as far as Lot 26 is concerned all that detail included in the Registered Strata Plan for Strata Plan 26591, excluding the detail as to the two associated parts of Lot 26 being the car parking spaces, but including the detail as to Common Property associated with the Covered Verandah is hereby deleted and replaced by the identical space occupied by the New Building as detailed in the Diagram below ; and;
- 2) subject to other By-Laws in place now or in the future; all that part of the new construction that is comprised of the exterior walls, doors and windows, the floor slab and the structural components covering the roof supports (including those within the air space of the Lot) as well as the roof structure itself shall vest on completion as Common Property, and;
- 3) subject to their proper installation in accordance with the building codes currently in force the following shall be categorised as Common Property and shall be the responsibility of the Owners Corporation for the proper maintenance and repair from the date of the final certificate of occupation:
 - a) all supply and internal facilities comprising electrical mains wiring up to and including the meter box and sub installation switchboards (if they are provided);
 - b) all water supply services up to and including the stop valve and meter (if they are provided) for the particular installation;
 - c) all initially installed water closets;
 - d) All internal and external sewerage, drainage and storm water service lines. and;
- 4) Except for components comprising structural supports for the roof structure, and other items covered under 3) above, all other facilities constructed as part of the development of Lot 26 or thereafter shall not comprise Common Property and shall be the responsibility of the Lot Owner or Occupier for the ongoing maintenance and repair, such items shall include but not be limited to the following:
 - a) all internal walls, partitions and other items of fitout installed by the Owner or Occupier(s) of the Lot and any internal surface treatment including wall tiles if any;

- b) all internal electrical facilities including distribution breakers final sub-circuits, wiring and conduits associated therewith, motorised drive motors for the roller doors and any other electrical plant and equipment not provided to other lots within the Strata Plan 26591;
 - c) all electronic communications services including telephone and data cabling;
 - d) all internal water supply pipework after the main stop valve and or meter (if provided).
- 5) To the extent not prohibited by the Strata Schemes Management Act 1996, this By-Law, will while it remains in force inure as appurtenant to, and for the benefit of, Lot 26 and the Owners/Proprietors of the Lot for the time being and all persons duly authorised by them or any of them from time to time.

Diagram associated with and as referred to in Special By-Law 6



Note: Special By Law 7 was created by Special Resolution and lodged as Dealing AG900915.

Special By-law 7 Electronic delivery of notices

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Note: Special By Law 8 (Incorrectly numbered 12 was created by Special Resolution and lodged as Dealing AI681271.

Special By-law 8 Use of the Roof Space

This by-law provides that the owner for the time being of each lot within the strata scheme is entitled to a right of exclusive use and enjoyment in respect to use of the common property roof space. The Purpose of this By Law is to specify responsibility for the Maintenance of the metal deck roofing to the Buildings of the Strata Plan constituting Common Property.

For the Purposes of this By Law the Roofing of the Buildings which was put in place at the Commencement of the Strata Plan or replaced by the Owners Corporation constitutes Common Property.

BUT lot owners are granted exclusive use of the Common Property for any fixtures, fittings and penetrations to the Common Property Roof sheeting that is put in place for the use or servicing of the Lot upon which the roofing is placed., and as such this by law clarifies the responsibility for Maintenance of the Common Property Roofing of the Owners Corporation except for any items of Plant or equipment which has/ have been placed on, affixed to or are penetrating the roof by any Owner or Occupant of a Lot.

Based on this delineation.

The Owners Corporation shall not be responsible for maintenance of or repairs to any part of the roof which is damaged or otherwise rendered unsafe or the cause of water leaks which is attributable to the placement on, fixing to or penetrating of the roof metal work or flashings or insulation materials etc by an Owner or Occupant of the Lot from time to time.

Water Leaks or damage associated with these matters namely but not limited to placement on or fixing to or penetrating of the roof metal work or flashings or insulation materials by an Owner or Occupant of a Lot shall be and continue to be the responsibility of the Lot Owner currently in possession of the title to the Lot whether or not these issues were caused by a previous Lot Owner or Occupant.

Note: Special By Law 9 (Incorrectly numbered 13 was created by Special Resolution and lodged as Dealing AJ409629.

Special By-law 9 Animals

An owner, occupier of a lot or their invitees must not allow any animal to enter upon the common property or to occupy any part of the lot comprising the car parking spaces except where the animal is under the direct control of the owner, occupier or invitee and the owner, occupier or invitee ensures the animal does not defecate on common property but should it do so the owner, occupier or invitee shall remove any such deposit and dispose of it responsibly.

Exclusive Use By Laws

Exclusive Use By Law Pertaining to Lots 53, 54, 55 and 56

NOTE Dealing 3895854 Registered Pertaining to Lots 53, 54, 55 and 56 Units D4, D3, D2 and D1 Respectively.

- 13 (a) The Proprietors for the time being of Lots 53, 54, 55 and 56 be entitled to the right of exclusive use and enjoyment of that part of the common property shown on the attached plan as adjoining that Lot and designated for the use of that Lot.. Those rights are granted on the basis that each proprietor will be responsible for the maintenance and keeping in a state of good and serviceable repair, that part of the common Property of which they have exclusive use
- (b) To the extent not prohibited by the Strata Titles Management Act 1996 this by law while it remains in force, is intended to inure as appurtenant to, and for the benefit of, lots 53, 54, 55 and 56 to the extent that it relates to the particular Lot and the proprietor and occupier or the proprietors and occupiers of the relevant Lot for the time being and all persons duly authorised by them or any of them from time to time

NOTE Dealing AG900916 Repealed the Exclusive Use By Laws pertaining to Lots 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35, Units F1, F2, F3, F4, D5, D4, D3, D2 and D1 Respectively established by Dealings 3969706 and 5656231

Repeal of By Laws 14, 15 and 16

Transaction

By Laws 14 and 15 were created by Dealing 3969706 By Law 16 was created by dealing 5656231 to the extent of granting exclusive use rights to Lots 27 to 35 inclusive. the Owners of Lots 27 to 35 have each given permission in writing to repeal of these by laws being the owners to whom this exclusive use was granted.

For Completeness the following are the details of the By Laws which were repealed pertaining to Lots 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 Units F1, F2, F3, F4, D5, D4, D3, D2 and D1 Respectively.

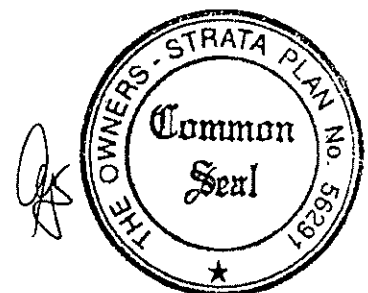
REPEALED (Dealing 396706)

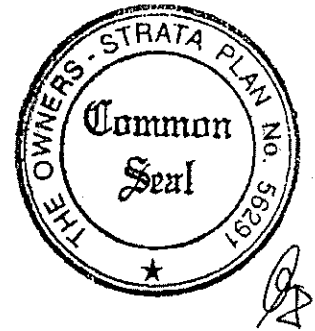
14 The owners of each Lot in the Strata Plan grant to each of the Directors of Campbell Property Investments Pty Limited (ACN 600 885 070) and Manly Cove Pty Limited (ACN 080 856 104) an irrevocable proxy to enable these companies to requisition and vote at a meeting of the Owners Corporation convened for this purpose, in favour of such resolutions as may be necessary to create a by-law or by laws pursuant to which the owners of Lots 27 to 35 are:

- (a) either
 - (i) granted jointly a right of exclusive use and enjoyment of: the entire courtyard area as indicated on the attached plan (Courtyard Area); or
- (b) each granted right of exclusive use and enjoyment of a part of the Courtyard Area which adjoins the relevant Lot, and the right of exclusive use and enjoyment of subfloor storage area below the floor of each lot

on the basis that the owner of the lots will be responsible for the maintenance and keeping in a state of good and serviceable repair, that part of the common Property of which they have exclusive use.

15 To the extent not prohibited by the Strata Titles Management Act 1996 this by law while it remains in force, is intended to inure as appurtenant to, and for the benefit of, all of the lots in Strata Plan 56291 to the extent that it relates to the particular Lot and the owner and occupier or the owners and occupiers of the relevant Lot for the time being and all persons duly authorised by them or any of them from time to time.





REPEALED (Dealing 5656231)

16 (a) Lots 27 to 35 be granted jointly a right of exclusive use and enjoyment of:

- (i) the entire courtyard area adjoining those lots as indicated on the attached plan;
and
 - (ii) the subfloor storage area below the floor of each lot
on the basis that the owner of lots 27 to 35 will be responsible for the maintenance and keeping in a state of good and serviceable repair, that part of the common Property of which they have exclusive use.
- (b) To the extent not prohibited by the Strata Titles Management Act 1996 this by law while it remains in force, is intended to inure as appurtenant to, and for the benefit of, all of the lots in Strata Plan 56291 to the extent that it relates to the particular Lot and the owner and occupier or the owners and occupiers of the relevant Lot for the time being and all persons duly authorised by them or any of them from time to time.

Special By-Law No. 10 – Authorisation of Building Works in Lot 74 (passed 13 December 2018)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner" of Lot 74 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Installation of a "Gas-Pex" (or similar) gas pipe ("Gas Pipe") to service the Lot including:
 - (i) Penetration of the roof of the Lot;
 - (ii) Installation of the Gas Pipe from the roof of the Lot across the roof of the common property Block "B" towards Campbell Parade and penetration of the common property ground surface (near the boundary wall of Block "B" facing or near to Campbell Parade) to run the Gas Pipe underground to the boundary of the common property at Campbell Parade to connect to the gas mains substantially in accordance with the plans annexed hereto and marked "Annexure A";
 - (iii) Installation of a gas meter on or near to the common property wall facing Campbell Parade.

2. Definitions

For the purposes of this by-law:

"Council" means Northern Beaches Council or successor;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

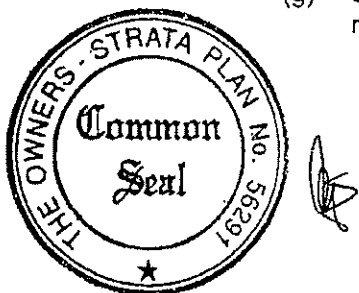
Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation;
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works, ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot and remove all debris from the building resulting from the Works as soon as practicable;
- (g) only perform the Works at the times approved by the Owners Corporation (acting reasonably);



- (h) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (i) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (j) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

3.3 Completion of Works

If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at the cost of the Owner, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

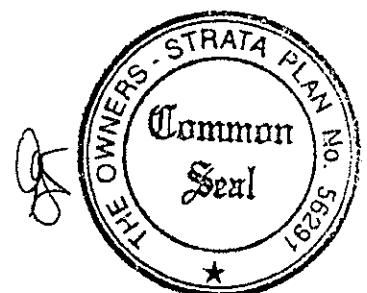
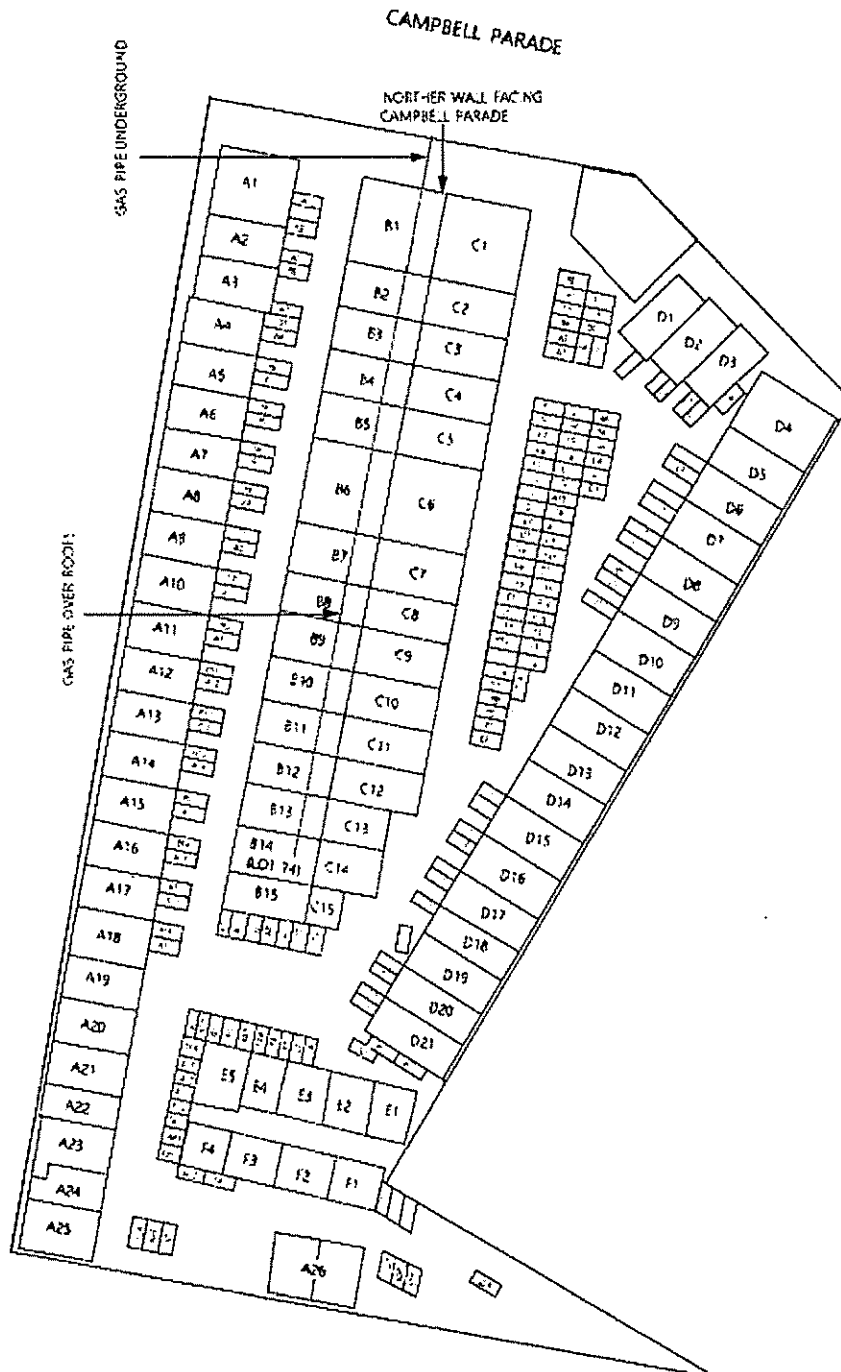
7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner, and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.



Annexure A



Approved Form 10

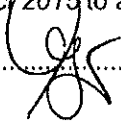
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under
an exchanged contract for the purchase of a lot in the scheme has consented to any
plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No. ⁵⁶²⁹¹ was affixed on ^ ^{18/2/19}
in the presence of the following person(s) authorised by section 273 *Strata Schemes
Management Act 2015* to attest the affixing of the seal.

Signature:  Name: CHARLES WIGGINS Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.



Northern Beaches Council Planning Certificate – Part 2

Applicant: Hamer & Hamer - Belrose
PO BOX 6
BELROSE WEST NSW 2085

Reference: 9045/BWD sUPER
Date: 02/07/2019
Certificate No. ePLC2019/3523

Address of Property: 47/1 Campbell Parade MANLY VALE NSW 2093
Description of Property: Lot 47 SP 56291

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 30 – Intensive Agriculture
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 62—Sustainable Aquaculture
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
 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
 State Environmental Planning Policy No 64— Advertising and Signage (Amendment No 3)
 Draft State Environmental Planning Policy (Environment)
 Draft State Environmental Planning Policy (Primary Production and Rural Development)
 Draft Amendment to State Environmental Planning Policy (Affordable Rental Housing) 2009

1.2 b) Draft Local Environmental Plans

Planning Proposal - Ralston Avenue (Belrose) (PEX2013/0003)

Applies to land: Lot 1 DP 1139826, Ralston Avenue, Belrose

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Rezone land on Ralston Avenue Belrose from Locality C8 - Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation.
- Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential.

Council resolution: 25 November 2014

Gateway Determination: 28 January 2015

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 IN2 Light Industrial

1 Objectives of zone

- To provide a wide range of light industrial, warehouse and related land uses.
- To encourage employment opportunities and to support the viability of centres.
- To minimise any adverse effect of industry on other land uses.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
- To support and protect industrial land for industrial uses.
- To maintain the industrial character of the land in landscaped settings.

2 Permitted without consent

Nil

3 Permitted with consent

Depots; Garden centres; Hardware and building supplies; Industrial training facilities; Light industries; Neighbourhood shops; Places of public worship; Roads; Storage premises; Take away food and drink premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Caravan parks; Car parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Forestry; Freight transport facilities;

Function centres; Health services facilities; Heavy industrial storage establishments; Highway service centres; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Open cut mining; Passenger transport facilities; Places of public worship; Port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sex services premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; 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

Acid Sulfate Soils Class 2

For the purposes of clause 1.19 (1) (c) and (5) (c), complying development may not be carried out on that part of the land identified under *Warringah Local Environmental Plan 2011* as identified on the Acid Sulfate Soils Map as being Class 2.

b) Rural Housing Code

Acid Sulfate Soils Class 2

For the purposes of clause 1.19 (1) (c) and (5) (c), complying development may not be carried out on that part of the land identified under *Warringah Local Environmental Plan 2011* as identified on the Acid Sulfate Soils Map as being Class 2.

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 1 July 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

Acid Sulfate Soils Class 2

For the purposes of clause 1.19 (1) (c) and (5) (c), complying development may not be carried out on that part of the land identified under *Warringah Local Environmental Plan 2011* as identified on the Acid Sulfate Soils Map as being Class 2.

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.

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 2

This land is identified as Acid Sulfate Soils Class 2 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.

Acid Sulfate Soils-Class 5

This land is identified as Acid Sulfate Soils Class 5 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 subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is 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 27 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Contributions Plan 2018

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.

A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal line extending from the end of the signature.

Ray Brownlee PSM
Chief Executive Officer

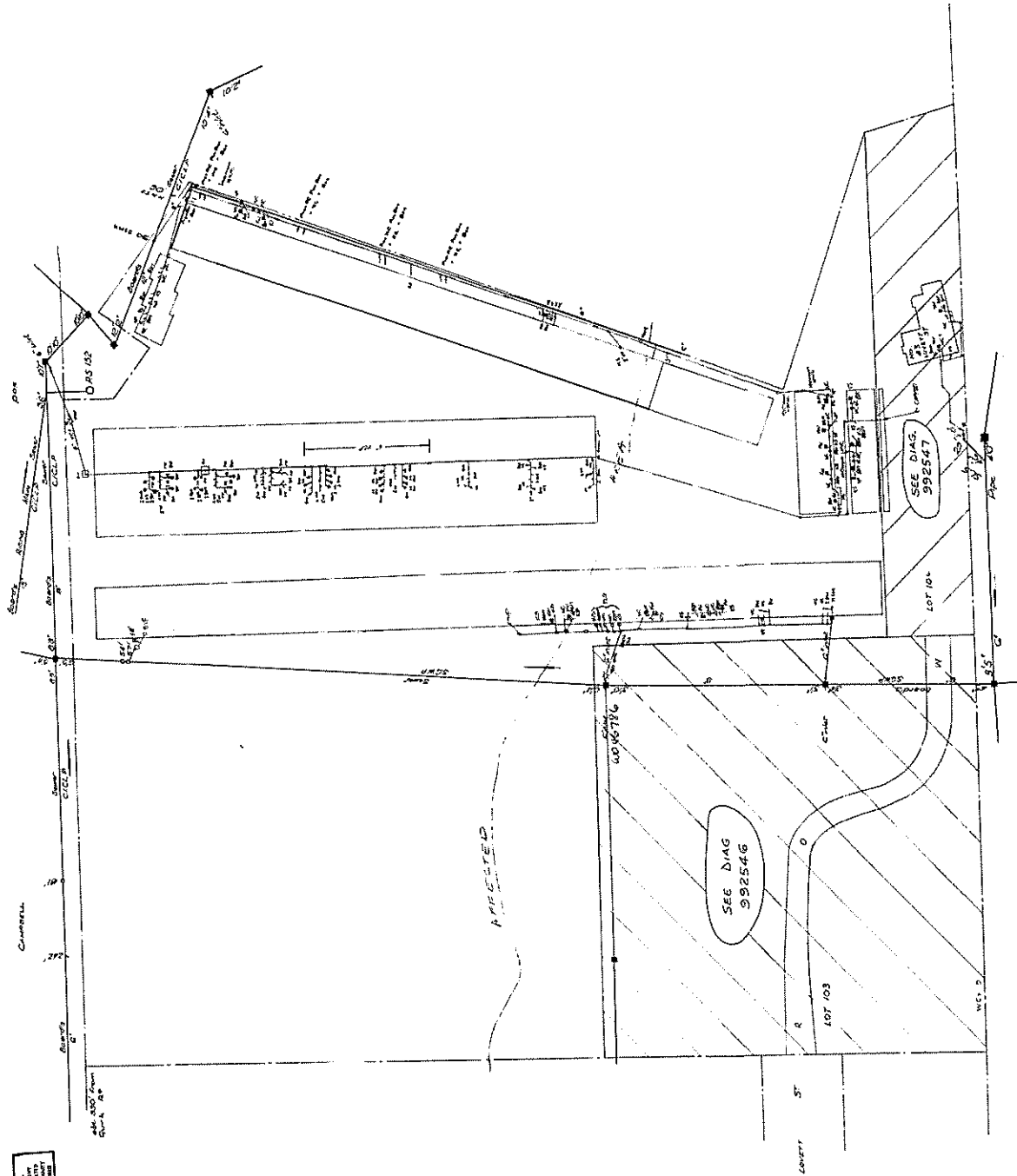
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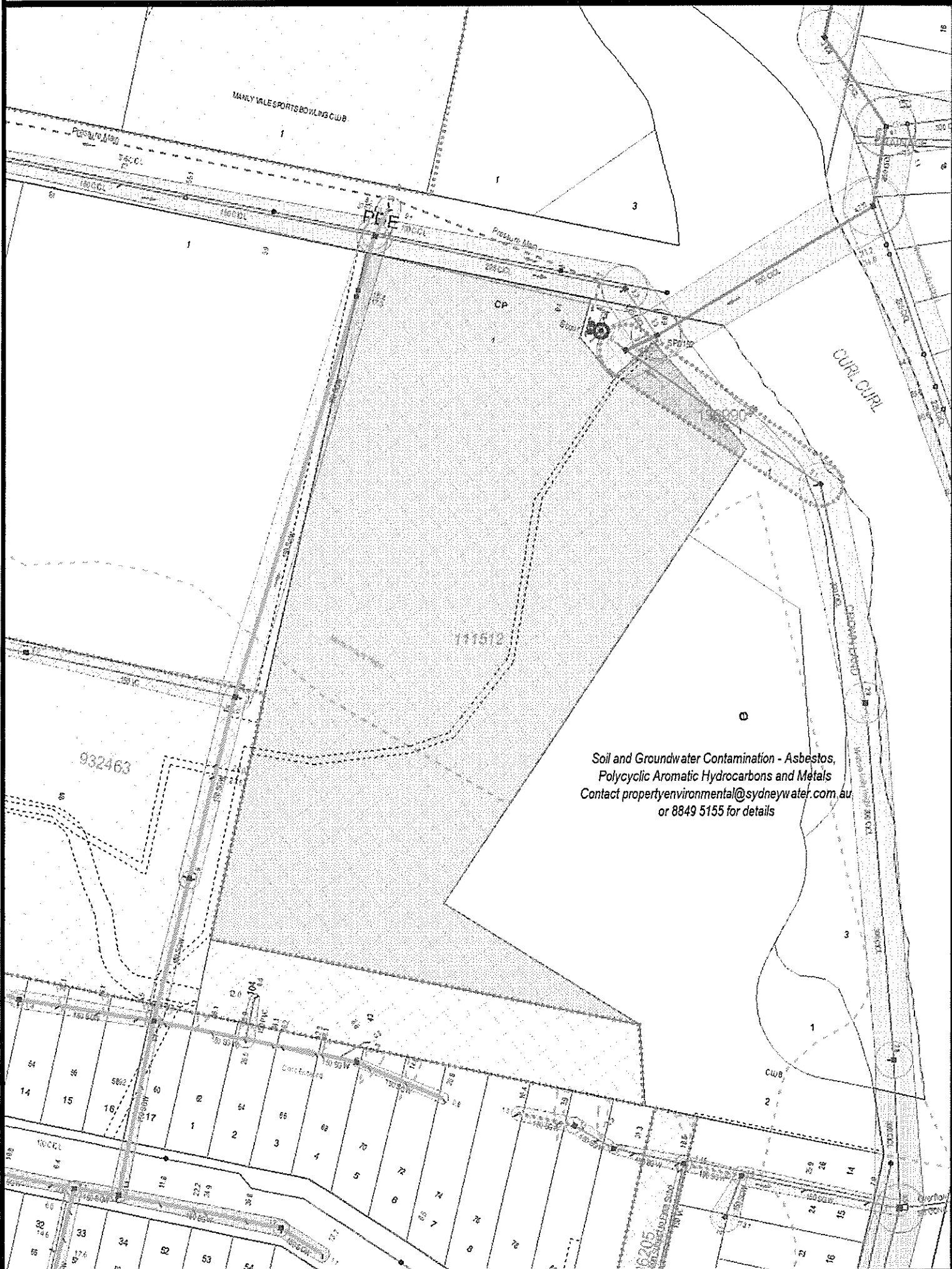
S

Municipality of
Warrington

STAY
STAY

W. W. S. & O. B.
IMPORTERS CO. & WYATT
APPL. NO. 115 AND 121
REGISTERED A&A. IN DENMARK
LITTLE MAY BE REQUIRED





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 channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only



SAI GLOBAL PROPERTY DIVISION PTY LTD
GPO Box 5420
SYDNEY NSW 2001

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
S56291/47	Unit 47, 1 CAMPBELL PDE MANLY VALE 2093	\$93 127

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 9761 4956
Help in community languages is available.

LEASE
New South Wales
Real Property Act 1900

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

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

STAMP DUTY

Office of State Revenue use only

(A) **TORRENS TITLE**

Property leased

47/SP56291 being unit 47/1 Campbell Parade
MANLY VALE

(B) **LODGED BY**

Document Name, Address or DX, Telephone, and Customer Account Number if any
Collection
Box

Reference:

CODE

L

(C) **LESSOR**

BWD SUPER PTY LIMITED
ACN 604 029 218

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

(D)

Encumbrances (if applicable):

(E) **LESSEE**

REAL HOUSEWORK PTY LTD
ACN 157 910 775

(F)

TENANCY:

- (G) 1. **TERM** Two (2) Years
2. **COMMENCING DATE** 22nd January 2019
3. **TERMINATING DATE** 21st January 2021
4. With an **OPTION TO RENEW** for a period of N.A.
set out in clause N.A. of N.A.
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.
8. Incorporates the provisions set out in N.A.
No. N.A.
9. The **RENT** is set out in item No. 4 of The Reference Schedule

DATE 08/07/2019

- (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: BWD SUPER PTY LIMITED
Authority: section 127 of the Corporations Act 2001

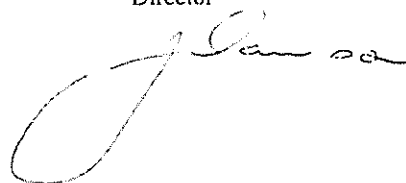
Signature of authorised person:

Name of authorised person: Robert Walsh Dawson
Office held: Director



Signature of authorised person:

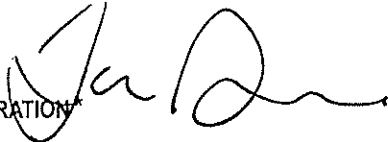
Name of authorised person: Judith Marie Dawson
Office held: Director



Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: REAL HOUSEWORK PTY LTD
Authority: section 127 of the Corporations Act 2001

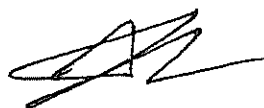
Signature of authorised person:

Name of authorised person: Joseph Colin Drew
Office held: Director



Signature of authorised person:

Name of authorised person: Amos Joseph Michael
Office held: Director



(I) STATUTORY DECLARATION

I

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

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

Made and subscribed at _____ in the State of New South Wales on _____

in the presence of _____ of _____

☐ Justice of the Peace (J.P. Number: _____)

) ☐ Practising Solicitor

☐ Other qualified witness [specify] _____

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ [Omit ID No.]

Signature of witness:

Signature of applicant:

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

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

**THIS IS THE ANNEXURE "A" TO A LEASE
BETWEEN
BWD SUPER PTY LTD (ACN 604 029 218) AS LESSOR
AND
REAL HOUSEWORK PTY LTD T/A MY BINS (ACN 157 910 775) AS LESSEE**

INTRODUCTION

- 1.1 The Parties agree that these conditions form part of the Lease.
- 1.2 The Dictionary at the end of this Lease sets out words and expressions which are given a special meaning in the Lease. In the Lease, those words and expressions start with a capital letter.
- 1.3 These Conditions will apply except to the extent that they are inconsistent with the Additional Conditions.

CONSIDERATION

- 2. This Lease is:
 - 2.1 granted by the Lessor in consideration of the obligations accepted by the Lessee;
and
 - 2.2 accepted by the Lessee in consideration of the obligations accepted by the Lessor.

TERM

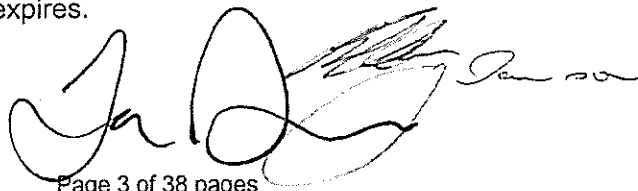
- 3.1 The Lease is for the Term - see Item (G)1.
- 3.2 The Lease will commence on the Commencing Date - see Item (G)2.
- 3.3 The Lease will end on the Terminating Date - see Item (G)3.
- 3.4 The Lessee will no later than thirty (30) days prior to the Terminating Date, provide the Lessor with written notice indicating the Lessee's intention to vacate on the Terminating Date - see Item (G)3.

POSSESSION

- 4.1 The Lessor will give possession of the Premises to the Lessee on the Commencing Date.
- 4.2 Providing the Lessee complies with its obligations under the Lease, the Lessor will allow the Lessee to hold and use the premises while the Lease continues.
- 4.3 The Lessee will return possession of the Premises on the Terminating Date unless:
 - 4.3.1 the Lessor allows the Lessee to remain in the Premises;
 - 4.3.2 the Lessee has exercised validly an option for renewal of the Lease; or
 - 4.3.3 the Lessee is otherwise entitled by law to remain in the Premises.

HOLDING OVER

- 5.1 This clause will apply if the Lessee remains in the Premises with the consent of the Lessor after the Lease expires.
- 5.2 If this clause applies:



Page 3 of 38 pages

- 5.2.1 the term of the Lease will be extended until either party terminates the Lease by giving not less than thirty (30) days notice in writing to the other at any time and expiring on any day;
- 5.2.2 the Lessee will not be entitled to exercise any option for renewal of the Lease unless it did so within the period required in respect of the original term;
- 5.2.3 otherwise, all of the terms and conditions of the Lease will apply.
- 5.3 The rent will be adjusted as if the day after the expiry of the Term was the first day of another year of the Term with rent reviewed to Market and annually thereafter to Market until such time as the Lease is terminated.
- 5.4.1 If the Lessee remains in the Premises after expiry of the Term, with the consent of the Lessor, the Term will be deemed for all purposes to be extended until the Lease is terminated.
- 5.4.2 The continued occupancy will not be a new tenancy.

OPTION FOR RENEWAL

- 6.1 The Lessee is entitled to renew the Lease for a further term or terms - see Item (G)4.
- 6.2 If the Lessee wishes to exercise a right to renew the Lease, the Lessee must give notice to the Lessor.
- 6.3 The notice must be given:
 - 6.3.1 not earlier than the date specified in Item 1; and
 - 6.3.2 not later than the date in Item 2.
- 6.4 If there is more than one (1) right of renewal, a later right cannot be exercised unless the immediately preceding right has been exercised validly.
- 6.5 The Lessee cannot exercise a right of renewal if it has been in persistent or serious breach of the Lessee's obligations under the Lease before a notice exercising the right to renewal is given.
- 6.6 Even if the Lessee has validly exercised a right of renewal, the Lessor will not be obliged to grant a further Lease if the Lessee commits a breach of an essential term of the Lease after the Lessee gave its notice of renewal and before expiry of the Term.
- 6.7 The Lessor will not be obliged to renew the Lease unless personal guarantees are given:
 - 6.7.1 by the Guarantors named in this Lease if the Lessee in possession is the Lessee named in the Lease; or
 - 6.7.2 if the Lease has been transferred, by the Guarantors accepted by the Lessor when the Lease was transferred; or
 - 6.7.3 such other person or persons as the Lessor agrees to accept.
- 6.8 If the Lessee is entitled to a renewal of the Lease and exercises validly its right to do so:
 - 6.8.1 the rent for the first year of the new Term will be calculated by the method specified in Item 3;
 - 6.8.2 the Commencing Date will be the date immediately following the terminating date of the then current Lease;

- 6.8.3 the Terminating Date will be the last day of the renewed term calculated from the Commencing Date of the renewed Term;
- 6.8.4 Item (G)4 will be completed by inserting the word "Nil" if the Lessee has no further right of renewal and if the Lessee has a further right or rights of renewal, will be completed accordingly;
- 6.8.5 otherwise the Lease will be on the same conditions as this Lease.

RENT

- 7.1 The Lessee will pay to the Lessor rent calculated in the manner provided in this Lease, free of any deductions.
- 7.2 The rent for the first year of the Lease will be the amount specified in Item 4.
- 7.3 The Lessee will pay rent:
- 7.3.1 by monthly instalments in advance on the day of the month specified in Item 5;
- 7.3.2 if the day specified is not the Commencing Date, the Lessee will pay a proportionate amount calculated on a daily basis for the period from the Commencing Date until, but not including, the day specified and for the period from, but not including the last day of the last month for which rent has been paid to, and including, the Terminating Date.
- 7.4 The Lessee will pay rent at such places and in such manner as the Lessor requires from time to time.

RENT REVIEW

- 8.1 The rent will be reviewed with effect on each of the Review Dates specified in Item 3 and Item 6 by the method specified in Item 3 and Item 6 for that date.
- 8.2 The reviewed rent will be the rent payable from the Review Date.
- 8.3 The rent for any year of the Lease, including the first year of any option term, will not be less than the rent for the immediately preceding year.
- 8.4 Where more than one rent review method is specified in Item 6 the rent payable for the relevant period will be the rent determined by adopting the rent review method which results in the higher or highest result.
- 8.5 The failure of the Lessor to demand any increase in rent pursuant to a review, or the failure of the Lessee to pay any increase in rent will not prevent the Lessor from requiring payment of the increase at a later time.

CONSUMER PRICE INDEX REVIEWS - CPI

- 9.1 If Item 3 and Item 6 specifies a CPI review for a Review Date, the annual rent payable from the Review Date will be the annual rent payable immediately before the Review Date, multiplied by the CPI last published before Review Date and divided by the CPI last published one year earlier.
- 9.2 CPI means the Consumer Price Index (All Groups) Sydney, published by the Australian Statistician.
- 9.3 If the Australian Statistician ceases publishing the CPI or, in the reasonable opinion of the Lessor, alters in a material way the manner in which it is calculated, the Lessor may apply in its place an alternative inflation indicator.
- 9.4 A CPI review may result in an increase in rent, but not in a reduction in rent.

- 9.5 The Lessee must pay the adjusted rent from the Review Date regardless of whether any notice of the adjustment has been given by the Lessor.

FIXED PERCENTAGE REVIEW

- 10.1 If Item 3 and Item 6 specifies a percentage review for a Review Date, the annual rent from the Review Date will be the rent payable immediately before the Review Date increased by the percentage specified in Item 3 or Item 6 as the case may be.
- 10.2 The Lessee must pay the increased rent from the Review Date regardless of whether any notice of the increase has been given by the Lessor.

MARKET REVIEW

- 11.1 If Item 3 or Item 6 specifies a market review for a review date, the annual rent from the Review Date will be the current market rent for the Premises as at the Review Date calculated in the manner provided in this clause.
- 11.2. If the Parties are unable to agree on the current market rent payable whether from a Review Date or for the first year of a renewed term the rental will be determined in accordance with the procedure set out in this clause.
- 11.3 If the Lessee does not by notice in writing to the Lessor given within fourteen (14) days of receipt of the Lessor's written notification of the current market rental proposed by the Lessor give notice in writing to the Lessor disputing the Lessor's assessment, the rental notified by the Lessor will be the current market rental from the date until the next review date.
- 11.4 If the Lessee gives a written notice disputing the Lessor's assessment of the current market rental within the time required the current market rental will be determined by a Valuer appointed at the written request of either party by the President for the time being or other officer appointed for the purpose of the New South Wales Division of the Australian Property Institute.
- 11.5 The Valuer so appointed will act as an Independent Expert and not as an arbitrator.
- 11.6 The decision of the Independent Expert will be final and binding on the Parties.
- 11.7 Each Party will be given reasonable opportunity to make submissions to the Independent Expert and will make available to the Independent Expert all information and material reasonably required by the Independent Expert to enable the determination to be made.
- 11.8 The current market rental will be determined by the Independent Expert in accordance with the guidelines provided in this Lease and taking into account its terms and conditions.
- 11.9 The person appointed to determine the current market rent shall be required to provide a speaking valuation (that is the Valuer must give detailed reasons for the Valuer's determination and must specify the matters to which the Valuer had regard for the purpose of making the Valuer's determination).
- 11.10 For the purpose of determining the current market rent under this Lease or any renewal of this Lease the current market rent is the rent that would reasonably be expected to be paid for the Premises determined on a best rent basis having regard to the following matters:
- 11.10.1 the provisions of this Lease;
- 11.10.2 the rent that would reasonably be expected to be paid for the Premises if they were unoccupied and offered for renting;
- 11.10.3 the gross rent less the Lessor's outgoings payable by the Lessee;

- 11.10.4 rent concessions and other benefits that are frequently or generally offered to prospective Lessees of similar unoccupied premises; but
- 11.10.5 the value of the goodwill created by the Lessee's occupation or the value of the Lessee's fixtures and fittings in the Premises will not be taken into account.
- 11.11 Each of the parties will pay one half (½) of the Valuer's costs and expenses.

FURTHER MARKET REVIEW PROVISIONS

- 12.1 Prior to any market review of rent, the Lessor may give to the Lessee a rental notice specifying the annual rental which the Lessor considers to be the market rent for the Premises as at the Review Date – a Rental Notice.
- 12.2 The Lessee may, within twenty-one (21) days of receiving the rental notice, give to the Lessor a Reply, indicating the annual rental which the Lessee considers to be the market rent for the premises as at the Review Date.
- 12.3 If the Lessee fails to give a Reply within the time allowed, the rental specified in the Rental Notice will be the annual rental with effect from the Review Date.
- 12.4 If a Reply is given, the parties will endeavour to agree on the rental.
- 12.5 If no agreement is reached within twenty-one (21) days from service of the Reply, then either party may request the appointment of an Independent Expert to determine the annual market rent by the President or other proper officer of the Australian Property Institute for the time being.
- 12.6 The person appointed shall have not less than five (5) years' experience in valuing real estate in the area in which the Premises are located.
- 12.7 The Independent Expert will be required to determine the market rental of the premises as at the review date according to the criteria set out in this Lease and to notify the parties of that determination.
- 12.8.1 The rental payable from the Review Date will be the rent nominated in the Rental Notice if the difference between the rent nominated in the Rental Notice and the rent determined by the Independent Expert is less than the difference between the rental nominated in the Reply and the rent determined by the Independent Expert.
- 12.8.2 If the difference between the rent nominated in the Rent Notice and the rent determined by the Independent Expert and between the rent nominated in the Reply and the rent determined by the Independent Expert is the same, the rent payable from the Review Date will be the rent determined by the Independent Expert.
- 12.8.3 Otherwise, the rent payable from the Review Date will be the rent nominated in the Reply.
- 12.9 If a market review has not been completed by the date on which it is to take effect, the Lessee will, in the meantime, continue to pay rent at the then current rate and any adjustment between the parties required by the eventual determination of the market rent, will be effected within twenty-eight (28) days of notification of the determination.
- 12.10 The rent payable pursuant to a determination in accordance with this clause will, in any case, be not less than the rental for the year immediately preceding the year for which the determination is made.

RENT FREE PERIOD

- 13.1 The Lessee will, provided the Lessee complies substantially with the Lessee's obligations under the Lease through its term, not be required to pay rent for the Rent Free Period.
- 13.2 The Rent Free Period is specified in Item 7.

- 13.3 The Lessee will be required to pay its percentage of Outgoings and all other moneys payable under the lease during the Rent Free Period.
- 13.4 This clause will not be included in any lease granted pursuant to the exercise of an option for renewal.

PERMITTED USE OF THE PREMISES

- 14.1 The Lessee will not use the Premises, or permit the Premises to be used, other than for the Use specified in Item 8.
- 14.2 The Lessee acknowledges if the Premises form part of a Complex, that the Lessee does not have any exclusive rights in the Complex for the permitted use.
- 14.3 The Lessee agrees that:
- 14.3.1 it is the Lessee's responsibility to obtain the approval of all relevant authorities for its use of the Premises;
- 14.3.2 the Lessee must comply with the terms of any approval;
- 14.3.3 neither the Lessor nor anyone acting for the Lessor has made any warranties or representations and it is not a term or condition of this Lease that the Premises are suitable for the Lessee's use of the Premises or can be used for any purpose;
- 14.3.4 the Premises may not be used for residential purposes unless the Use says so.

RESTRICTION ON ACCESS

- 15.1 This clause will only apply if the Premises form part of a Complex.
- 15.2 If this clause applies, the Lessor can restrict access to the Premises and the Complex for any period more than one (1) hour after normal trading hours until the period one (1) hour before commencement of normal trading hours.
- 15.3 The Lessee can have access during the restricted period with the prior consent of the Lessor, but will be liable to pay the Lessor's reasonable costs of allowing access including the cost of providing services to the Complex and to the Premises.

SUITABILITY OF PREMISES

- 16.1 The Lessee is responsible for ensuring that:
- 16.1.1 the Premises are adequate and suitable for the Lessee's use of the Premises; and
- 16.1.2 all necessary approvals for the Lessee's use of the Premises are obtained.
- 16.2 The Lessor will sign any consents required to enable an application for approval for the Lessee's Use of the Premises to be lodged with the relevant Authorities.
- 16.3 The Lease is not subject to, or conditional upon, consent being obtained to the Lessee's Use from any Authority, unless it contains express provisions in that regard.

CONDITION AND REPAIR OF THE PREMISES

- 17.1 The Lessee acknowledges having inspected the condition of the Premises before the commencement of the Lease, and agrees to accept the Premises in the condition in which they were found.
- 17.2 The Lessee acknowledges that there were no defects in the Premises, other than those which have been notified by the Lessee to the Lessor and acknowledged by the Lessor in writing prior to this Lease being signed.
- 17.3 The Lessee will keep the Premises in good repair subject only to:

- 17.3.1 their condition at the commencement of the Lease; and
- 17.3.2 reasonable wear and tear.
- 17.4 The Lessee acknowledges having satisfied itself as to the nature specification and quality of the Services available to the Premises.
- 17.5 The Lessee will promptly notify the Lessor in writing of any loss or damage to, or defect in, the Premises, the Services to the Premises or the Complex.
- 17.6 The Lessor will use reasonable endeavours to ensure that the Services are available while the Lease continues.
- 17.7 If any of the services are not available to the Premises for any period or periods, then, unless the unavailability is due to any negligent or other wrongful act of the Lessor, its employees or contractors (not including a breach or non-observance of this clause):
 - 17.7.1 the Lessee will not be entitled to make a claim for any loss; and
 - 17.7.2 the Lessee will not be entitled to terminate the Lease.
- 17.8 The Lessee will keep all of the Appurtenances, fixtures and fittings in the Premises in good repair and will replace any missing fixtures and fittings:
 - 17.8.1 regardless of whether they belong to the Lessor or the Lessee;
 - 17.8.2 regardless of the cause of the defect or need for replacement unless caused by the wrongful act or omission of the Lessor, its employees, agents or contractors;
 - 17.8.3 regardless of their condition at the commencement of the Lease.
- 17.9.1 The Lessee will not misuse or abuse any of the Appurtenances.
- 17.9.2 Without limiting the generality of this clause, the Lessee will not allow the drains, toilets or hand basins to be used for any purpose other than the purpose for which they were designed.

AIR CONDITIONING, VENTILATION AND HEATING

- 18.1 The Lessee has satisfied itself as to the provisions made for air conditioning, ventilation and heating of the Premises (if any).
- 18.2 If air conditioning, ventilation or heating services are provided by the Lessor, the Lessee will pay to the Lessor such amounts as the Lessor reasonably requires from time to time for provision of those services.
- 18.3 If the Premises include air conditioning, ventilation or heating equipment, but the Lessor does not provide these services, the Lessee will:
 - 18.3.1 use, repair, maintain and service the equipment in accordance with manufacturer's requirements and good practice;
 - 18.3.2 take out and keep current a service and maintenance contract with a reputable and experienced maintenance service provider at the Lessee's cost.
- 18.4 The Lessee must not use a maintenance service provider who:
 - 18.4.1 does not hold any licence or permit required by law; and
 - 18.4.2 does not hold all insurance coverage required by law and by good business practice in respect of the provision of maintenance service for air conditioning equipment

REQUIREMENTS OF AUTHORITIES

- 19.1 The Lessee will, at the Lessee's cost, comply with the requirements of any Authorities in respect of the Complex and the Premises unless, and to the extent that, the requirements relate to matters which would otherwise be the responsibility of the Lessor under this Lease.
- 19.2 If the requirements of any Authority involve any works to the Premises or to the Complex, the Lessee will not carry out the works except with:
 - 19.2.1 the consent of the Lessor (other than in the case of an emergency) which consent will not be unreasonably withheld; and
 - 19.2.2 the consent of the relevant Authorities and in accordance with the terms of any consent.

REDECORATION

- 20.1 The Lessee will redecorate the Premises in accordance with the Lessor's reasonable requirements:
 - 20.1.1 as often as reasonably required; and
 - 20.1.2 in any case, on expiry or termination of this Lease.
- 20.2 The Lessee will not be required to redecorate because a term of the Lease has expired if the option for renewal for the ensuing period has been exercised.

WORKS OR SERVICES OUTSIDE NORMAL BUSINESS HOURS

- 21.1 If any works or services which the Lessor carries out or provides are carried out or provided outside normal business hours at the request of the Lessee, the additional cost of carrying out the works or providing the services outside normal business hours will be paid by the Lessee.

OPERATION OF BUSINESS

- 22.1 The Lessee will:
 - 22.1.1 conduct its business in the Premises in accordance with good business practice;
 - 22.1.2 fit out the Premises in the manner required for the Use subject to the express terms of this Lease at the Lessee's cost and to a standard consistent with the quality of the Premises.
- 22.2 If the Premises form part of a Complex, the Lessee will ensure that its fit out conforms with any relevant requirements of the Lessor for the Complex.

LIGHT, POWER AND HEATING

- 23.1 The Lessee will not use any method of light, power or heating other than:
 - 23.1.1 mains supplied services; and
 - 23.1.2 in the case of an emergency, electric power supplied by a generator.
- 23.2 The Lessee will not, without the prior written consent of the Lessor, use any heating equipment, other than equipment which meets all relevant standards, and which is necessary for the conduct of the Use.
- 23.3 If the Lessee's requirements for any services to the Premises necessitate amplification of the wiring, pipes, or other equipment, or the installation of any additional equipment, whether instead of, or in addition to, the existing equipment, and whether within the Premises or otherwise, the Lessee will:

- 23.3.1 pay all costs of amplification, supply or installation incurred by the Lessor; and
- 23.3.2 carry out any work at the Lessee's cost in accordance with all relevant standards and required approvals and using only appropriately qualified, licensed and experienced tradespeople holding all insurance coverage required by law and by good business practice.

COMMON AREAS

- 24.1 This clause will apply if the Premises form part of a Complex, Land or Building which includes Common Areas.
- 24.2 The Common Areas will be under the control of the Lessor.
- 24.3 Subject to the express terms of this Lease and to any rules made by the Lessor, the Lessee will have shared use of the Common Areas:
 - 24.3.1 for its employees, agents, contractors, licensees and invitees;
 - 24.3.2 in common with the Lessor, other tenants of the Complex, their servants, agents, contractors, licensees and invitees.
- 24.4 The Lessee will not obstruct the Common Areas or restrict their use by others.
- 24.5 The Lessee will make good any damage caused to the Common Areas by the Lessee, the Lessee's servants, agents and contractors, and to the extent that they are under the control or supervision of the Lessee by the Lessee's licensees and invitees.
- 24.6 The Lessee will only use and allow to be used the Common Areas for the purposes for which they were designed.
- 24.7 The Lessee will not park, or permit to be parked, in areas set aside for customer parking, any vehicles of the Lessee, the Lessee's employees, contractors, licensees or invitees other than the Lessee's customers and suppliers.
- 24.8 The right of the Lessor to make rules in respect of Common Areas includes the right to impose charges for use of customer car parking.
- 24.9.1 The Lessor may, at any time, and from time to time, make alterations or additions to the improvements in the Common Areas and may demolish existing improvements.
- 24.9.2 The Lessee will not be entitled to make any claim against the Lessor in respect of any alteration or addition to or demolition of improvements on the Common Areas, provided that they do not permanently and materially interfere with the Lessee's use of the Premises.
- 24.10 The Lessor may exclude nominated persons from the Common Areas if it is reasonable for the Lessor to do so.
- 24.11 The Lessor will include the Lessee's name on any Directory Board and the Directory Board will be under the sole control of the Lessor.
- 24.12 If the Premises form part of a Strata Complex, a reference to Common Property includes the Common Property of this Strata Scheme and a reference in this clause to the Lessor will include the Owners Corporation of the Strata Complex where the context allows or requires.
- 24.13 If the Premises are subject to Community Title, a reference in this clause to the Lessor will include the Neighbourhood Association of the Community Title Scheme where the context allows or requires and a reference to Common Property will include the Common Property of the Community Title Scheme.

SECURITY DEPOSIT/BOND

- 25.1 The Lessee will pay to the Lessor a security deposit of the amount specified in Item 13 in addition to the payment of rental in advance. The Lessor may apply the moneys so paid in reduction of any claim which the Lessor may have against the Lessee in respect of any breach or non-observance of any of the terms and conditions of this Lease including non payment of rent or other moneys payable by the Lessee to the Lessor.
- 25.2 Any security deposit paid under this clause shall be deposited by the Lessor in an account bearing interest (if the amount of the deposit is sufficient to attract payment of interest or otherwise in a non-interest bearing account) with a bank or building society.
- 25.3 Any interest accruing on the security deposit shall form part of the security.
- 25.4 The Lessor shall account to the Lessee for any interest earned on the security deposit.
- 25.5 The Lessee agrees to vary the amount of the security deposit upon instruction from the Lessor or the Lessors Agent from time to time so that the amount held shall be the equivalent of two (2) months rental or as otherwise specified in Item 13.
- 25.6 Notwithstanding anything contained in this Lease the Lessor shall not unreasonably refuse to accept a Bank Guarantee, in satisfaction of any requirement in this Lease to provide security, in the form of a deposit bond or third party guarantee for the performance of the Lessee's obligations.
- 25.7 The Bank Guarantee will be unlimited by any restrictions as to time or otherwise excepting only as to the amount specified.
- 25.8 If the Lessor sells the Premises or the property of which the Premises form part, the Lessee will provide a replacement security deposit in favour of the Purchaser in exchange for any security deposit previously given.
- 25.9 Any security deposit or Bank Guarantee provided pursuant to this Lease will be returned to the Lessee if and to the extent that it has not been called upon promptly after:
- 25.9.1 The Lessee has vacated the Premises and has left them in the condition required by the Lease; and
- 25.9.2 All of the actual and contingent liabilities of the Lessee under the Lease have been satisfied.
- 25.10 If the Lessee provides a bank guarantee as security and if the bank guarantee is presented by the Lessor:
- 25.10.1 The Lessor will provide to the Lessee details of the manner in which the proceeds of the bank guarantee have been applied;
- 25.10.2 The Lessee must provide a replacement bank guarantee which satisfies the requirements of the Lease; and
- 25.10.3 The Lessor will on receipt of the replacement bank guarantee pay to the Lessee any of the proceeds of the presentation of the previous bank guarantee which are not required to satisfy outstanding breaches of the Lease.
- 25.10.4 The Lessee will account to the Lessor and/or the Lessor's Managing Agent for the reasonable administration costs associated with the management of the security deposit held with a bond or building society throughout the duration of the lease. Such costs to be deducted from interest accrued.

STRATA PLAN

- 26.1 The Lessee acknowledges that the Lessor may wish to register a Strata Plan of Subdivision in respect of the whole or any part of the Land and the Building and any future improvements or additions.
- 26.2 The Lessee will consent to the registration of any such Plan.
- 26.3 The Lessee irrevocably authorises the Lessor to sign on behalf of the Lessee any consent which may be required to enable such a Plan to be approved by all relevant authorities and registered in Land and Property New South Wales.

GST

- 27.1 The Lessor may charge and recover from the Lessee any GST payable in respect of any supply pursuant to this Lease.
- 27.2 The Lessee will pay the GST in addition to the other amounts payable for the supply at the same time and in the same manner as the payment for the supply.
- 27.3 Within seven (7) days prior to the due date for any payment, the Lessor will issue to the Lessee a tax invoice enabling the Lessee to make any claims which the Lessee is entitled to make for any input tax credits in respect of the GST charged to the Lessee.
- 27.4 The rights of the Lessor under this Lease for non-payment of rent will apply to any amount payable by the Lessee for GST.

ALTERATIONS AND ADDITIONS

- 28.1 The Lessee will not carry out any works in respect of the Premises or the Complex without the prior written consent of the Lessor.
- 28.2 Consent will not be required in respect of works which are necessarily incidental to the Lessee's fit out of the Premises providing that no structural damage is caused to the Premises or the Complex.
- 28.3 On expiry or termination of the Lease, the Lessee will:
 - 28.3.1 if so required by the Lessor, remove any works carried out by the Lessee unless the Lessor consented to the installation on the basis that the Lessee would not be required to do so; and
 - 28.3.2 make good any damage caused in doing so.
- 28.4.1 The Lessor may impose any reasonable conditions on the carrying out of any works; and
- 28.4.2 the Lessee will comply with those conditions.

EXCLUSION AS TO LESSEE'S IMPROVEMENTS

- 29.1 This clause applies notwithstanding any other provision of this Lease.
- 29.2 The Lessee acknowledges that the Lessor gives no warranty as to:
 - 29.2.1 compliance of the Premises or any improvements within the Premises with any laws including, but not limited to, WH and S requirements and fire safety requirements;
 - 29.2.2 whether all, or any, approvals have been obtained for all, or any of, the improvements within the Premises;
- 29.3 the Lessee:
 - 29.3.1 occupies and uses the Premises and any improvements within them at the Lessee's own risk in all respects;

- 29.3.2 must comply with any notices in relation to the Premises and any improvements within the Premises;
- 29.3.3 must indemnify the Lessor against any claims which might be made by any subsequent occupant of the Premises or any person claiming through any subsequent occupant for any loss or harm suffered in connection with any improvements carried out by or for the Lessee.
- 29.4 If any improvements in the Premises are carried out by the Lessee without the written approval of either, or both of, the Lessor, and any relevant Authorities or other than in accordance with all relevant WH and S requirements and fire safety requirements the Lessor can require the Lessee at the Lessee's cost to remove the improvements and to make good any damage caused in doing so or to meet the Lessor's costs of removing the improvements and making good the damage.
- 29.5 The Lessee must undertake at the Lessee's cost all monitoring of equipment in or on the Premises including, without limitation, fire safety equipment, keep appropriate and complete records of such monitoring and make its records available to the Lessor for inspection and copying at all reasonable times and on reasonable notice.

SIGNAGE

- 30.1 No signs or signage may be placed on or in the Premises or the Complex so that they can be seen from outside the Premises without the prior written approval of the Lessor.
- 30.2 The Lessor will not unreasonably withhold consent to signage which is in keeping with the nature and quality of the Premises and if they form part of a Complex, the Complex.
- 30.3 The Lessee acknowledges that if the Premises comprise a Lot in a Strata Plan, the exterior of the Premises is probably the property of the Owners' Corporation and that the consent of the Owners' Corporation must be obtained to any external signage.
- 30.4 The Lessee must obtain the approval of any relevant Authorities to all signage for which such approvals are required.
- 30.5 On the expiry or earlier termination of this Lease, the Lessee will remove all signage placed on the Premises by the Lessee and restore the Premises to the condition they were in before the signage was affixed, subject only to fair wear and tear.
- 30.6 In this clause, signs and signage include signs painted on the interior or exterior of the Premises and paintwork in the Lessee's corporate livery or colours or otherwise.

INSURANCES

- 31.1 The Lessee will take out and maintain the Insurances.
- 31.2 The Insurances are:
- 31.2.1 Public Liability Insurance for the amount specified in Item 9 or such higher amount as the Lessor, acting reasonably, may require from time to time in respect of any one event;
- 31.2.2 Glass Insurance for all glass which forms part of the Premises, whether internal or external, but excluding glass which forms part of the Common Property of a Strata Plan;
- 31.2.3 Workers' Compensation Insurance with unlimited common law liability in respect of the Lessee's employees.
- 31.3 The Lessee will take out the Insurances:

- 31.3.1 with a reputable and financially sound Insurer approved by the Lessor, whose approval will not be unreasonably withheld;
- 31.3.2 in the name of the Lessee and noting the Lessor as an interested party;
- 31.3.3 on terms requiring not less than twenty-eight (28) days' prior written notice to the Lessor of any cancellation or non-renewal of the policy.
- 31.4 The Lessee will promptly notify the Lessor of any claim against the Insurances where the amount the subject of the claim exceeds \$10,000.00.
- 31.5 The Lessee will provide a copy of a Certificate of Currency of the Insurances within seven (7) days of a written request from the Lessor or their Agent to do so.
- 31.6.1 The Lessee will insure its fixtures and fittings, plant, equipment and stock in trade for such amount and against such risks as good business practice requires.
- 31.6.2 The Lessee will apply the proceeds of any claim on the Lessee's Insurances to replacement of the lost or damaged items unless the Lessor agrees otherwise in writing.
- 31.6.3 The Lessee will not, by act or omission, cause any premium payable by the Lessor in respect of the Premises to increase or any of the Lessor's Insurances to be cancelled or otherwise prejudiced.
- 31.7 If the Lessee's use of the Premises or the manner in which the Lessee conducts its business in the Premises causes the insurance premiums payable by the Lessor to increase, or if the Premises comprise a Lot in a Strata Complex, by the Owners' Corporation, the Lessee will pay, or reimburse, the additional premium.
- 31.8 If any excess is payable in respect of any claim by the Lessor on the Lessor's Insurances, or if the Premises comprise a Lot in the Strata Complex by the Owners' Corporation, the Lessee will pay the excess unless the liability for the payment has arisen without fault on the part of the Lessee or the Lessee's servants, agents or contractors.

INDEMNITIES

- 32.1 The Lessee will occupy the Premises at the Lessee's own risks in all respects, except as expressly provided in this clause.
- 32.2 The Lessee indemnifies the Lessor against any claim which may be made for any property damage, loss of profit, economic loss, death or personal injury or otherwise arising out of, or in connection with, the Premises or the Lessee's use of the Premises or the Complex, including but not limited to any claim arising out of any breach or non-observance by the Lessee of the terms of this Lease, regardless of:
 - 32.2.1 whether the claim is made by the Lessor or any servant, agent or contractor of the Lessor, by the Lessee or any servant, agent or contractor of the Lessee, or by any third party;
 - 32.2.2 the cause of the claim or the loss or damage on which the claim is made;
 - 32.2.3 any degree of fault, or the absence of any degree of fault on the part of the Lessee.
- 32.3 Nothing in this clause will require the Lessee to indemnify the Lessor if, and to the extent, that a claim arises out of the wrongful act or omission of the Lessor or its employees.
- 32.4 The indemnity given by the Lessee extends to any costs incurred in any proceedings threatened or actual in respect of any claim on an indemnity basis.
- 32.5 For the purposes of this clause "Premises" includes any areas occupied or used by the Lessee in conjunction with the Premises.

CLAIMS AGAINST THE LESSOR

- 33.1 The Lessee will notify the Lessor promptly of any damage to or defect in the Premises, the Complex and the Services.
- 33.2 The Lessee may not make any claim against the Lessor for any damage to, or defect in, the Premises, the Complex or the Services, even if the Lessee was otherwise entitled to do so unless:
 - 33.2.1 the Lessee has given a notice as required by this clause;
 - 33.2.2 the Lessor is otherwise obliged to make good the defect or damage; and
 - 33.2.3 the Lessor fails to do so within a reasonable time after receipt of the Lessee's Notice.

SECURITY

- 34.1 The Lessee will keep the Premises secure when they are not occupied.
- 34.2 If the Lessee fails to secure the Premises as required by this clause, the Lessor is authorised to do so.

DANGEROUS SUBSTANCES

- 35.1 The Lessee will not use or store any dangerous inflammable or explosive substances on the Premises.
- 35.2 Nothing in this clause will prevent the Lessee from using and keeping such substances on the Premises if:
 - 35.2.1 their use or storage is part of the usual requirements of the Use; and
 - 35.2.2 they are kept in such quantities as are reasonable having regard to the nature of the Use; and
 - 35.2.3 they are stored in accordance with good practice; and
 - 35.2.4 the Lessee has notified the Lessor of the nature and approximate quantities of the substances.

OVERLOADING

- 36.1 The Lessee will not overload or stress any structural components of the Premises or the Complex.
- 36.2 The Lessee will, before installing any equipment or moving any item in the Complex or the Premises, ensure that the equipment or item will not overload or stress any structural component of the Premises or the Complex.

WASTE MATERIAL AND CLEANING

- 37.1 The Lessee will keep the Premises clean.
- 37.2 The Lessee will have all waste material removed on a regular basis.
- 37.3 The Lessee will store waste material in appropriate containers having regard to the nature of the material.
- 37.4 The Lessee will take all reasonable steps to keep the Premises free of vermin, insects and other pests.
- 37.5 The Lessee will keep any paved area which constitutes a public place or common area adjacent to the Premises, to a distance of one (1) metre from the exterior of the Premises clean and free of waste material.

OUTGOINGS

- 38.1 The Lessee must pay the Lessee's percentage of the Outgoings.
- 38.2 The Lessee's percentage is specified in Item 10.
- 38.3 The Outgoings comprise all assessments, charges and expenses incurred by the Lessor in respect of the Building, including the Demised Premises listed in the Outgoings Schedule.
- 38.4 If an Outgoing is incurred for a period, during part of which only the Lessee occupies or is entitled to occupy the Premises, the amount payable by the Lessee in respect of that Outgoing, will be calculated by the formula:
- $$A = \frac{B \times C}{D}$$
- where
- A is the amount payable by the Lessee in respect of the Outgoing
- B is the amount of the Outgoing
- C is the number of days in the period for which the Outgoing has been incurred during which the Lessee has occupied or is entitled to occupy the Premises whichever is the greater
- D is the number of days to which the Outgoing relates.
- 38.5.1 The Lessor may recover each Outgoing when it is incurred.
- 38.5.2 If the Lessor elects to recover an Outgoing when it is incurred, the Lessor will give to the Lessee:
- 38.5.2.1 A copy of the invoice, assessment or other evidence of the Outgoing;
- 38.5.2.2 A statement as to the amount payable by the Lessee in respect of an Outgoing.
- 38.5.3 The Lessee will pay the amount specified in a notice from the Lessor within fourteen (14) days of receiving the Lessor's notice.
- 38.6.1 The Lessor may require the Lessee to pay a monthly amount on account of Outgoings.
- 38.6.2 The Lessor will, at the commencement of the Lease and on each anniversary of the commencement of the Lease, give the Lessee a notice specifying such monthly amount as the Lessor, acting reasonably, considers is required to satisfy the Lessee's obligations in respect of Outgoings due in the ensuing year.
- 38.6.3 The Lessee will pay the monthly amount so specified on the due dates for payment of rent.
- 38.6.4 The Lessor will, within four (4) weeks from the end of each Lease Year, provide to the Lessee a reconciliation of:
- 38.6.4.1 The amounts received by the Lessor from the Lessee on account of Outgoings during the Lease Year; and
- 38.6.4.2 The actual amount payable by the Lessee for the Lease Year.
- 38.6.5 If there has been an underpayment, the Lessee will pay the balance due within fourteen (14) days of receiving a copy of the reconciliation.

- 38.6.6 If there has been an overpayment, the Lessor will repay the balance due within fourteen (14) days of the reconciliation being completed, but may offset the amount due against any other moneys owing by the Lessee to the Lessor.
- 38.6.7 For the purposes of the Lessor's right of re-entry and its right to terminate the Lease, the amounts payable by the Lessee for Outgoings are rent.
- 38.6.8 If the Premises form part of a Complex and any Outgoing is incurred in respect of portion of the Complex only, the proportion of that Outgoing payable by the Lessee will be the proportion which the lettable area of the Premises bears to the total lettable floor area of the portion of the Complex in respect of which the Outgoing is incurred.
- 38.6.9 The Parties acknowledge that if the Premises form part of a Complex and the total lettable floor area of the Complex is varied, the Lessee's proportion of Outgoings will be varied with effect from the date on which any works varying the total lettable floor area are completion so that the Lessee's proportion is that proportion which the lettable floor area of the Premises bears to the varied total lettable floor area of the Complex.

SERVICES TO THE PREMISES

- 39.1 The Lessee will pay for all services to the Premises which are separately metered or charged to the Premises.
- 39.2 The Lessee will comply with all conditions of the provider of the Services to the Premises.
- 39.3 The Lessee will, on termination or expiry of the Lease, cancel all of the Services to the Premises for which they are liable.
- 39.4 Services include, but are not limited to:
- 39.4.1 electricity;
- 39.4.2 gas;
- 39.4.3 telephone, internet and pay television services;
- 39.4.4 water usage charges;
- 39.4.5 sewage usage charges;
- 39.4.6 trade waste;
- 39.4.7 garbage and sanitary charges;
- 39.4.8 all other charges of a like nature.
- 39.5 If a Service is not separately metered or charged to the Premises, and is not included in the Outgoings, the Lessor may require the Lessee to pay such proportion of any charge for the Service as is reasonable.
- 39.6 The Lessee will be required to pay all Licence Fees, Standing Charges and other costs and expenses payable in connection with the Services.
- 39.7 If the Lessor is charged for a Service and the Lessor can recover the Service from the Lessee when it is incurred, the Lessor will give to the Lessee:
- 39.7.1 a copy of the invoice, assessment or other evidence of the Service;
- 39.7.2 a statement as to the amount payable by the Lessee in respect of a Service.
- 39.8 The Lessee will pay the amount specified in a notice from the Lessor within seven (7) days of receiving the Lessor's notice.

FIRE SAFETY

- 40.1 The Lessee will comply with insurance, sprinkler and/or fire alarm regulations of the Lessor's Insurers and of any municipal governmental or semi governmental authority.
- 40.2 The Lessee will pay to the Lessor the cost of any alterations to the sprinklers and/or fire alarm installation which may become necessary by reason of the non-compliance by the Lessee with the recommendations of the Insurance Council of Australia or the requirements of the Insurer.
- 40.3 The Lessee will install, repair and maintain all fire safety equipment required or recommended by the Lessor's insurers and/or by any municipal, governmental or semi-governmental authority, including any existing fire safety equipment.
- 40.4 Should the Lessee's use of the premises mean additional fire measures are to be installed in addition to those already provided by the Lessor, then it is the Lessee's obligation, at its own cost, to provide and install the required fire safety equipment as instructed by any municipal, governmental or semi-government authority.

ACCESS FOR LESSOR

- 41.1 The Lessor will be entitled to access to the Premises at all reasonable times and on reasonable notice for itself, its employees, advisers and contractors.
- 41.2 No notice is required in the case of an emergency.
- 41.3 The Lessor can, while having access to the Premises:
 - 41.3.1 inspect the state of repair of the Premises;
 - 41.3.2 carry out repairs to the Premises;
 - 41.3.3 carry out any works required by any Authority;
 - 41.3.4 carry out any work in respect of any Services to the Premises and if the Premises form part of a Complex in respect of any Service to any part of the Complex;
 - 41.3.5 carry out any work in respect of the Complex;
 - 41.3.6 install and maintain For Sale signs;
 - 41.3.7 during the last three (3) months of the term or if the Lessee has exercised an option for renewal, the last term of the Lease, install and maintain a For Lease sign;
 - 41.3.8 allow inspection by valuers, lending authorities, engineers, building consultants, prospective purchasers, prospective tenants and agents.
- 41.4 The Lessor will, in exercising any right of access, and in the installation of any signs, cause as little disturbance to the Lessee and to the Lessee's business as is reasonably practical.
- 41.5 The exercise by the Lessor of any of the rights given by this clause will not constitute the assumption of control of the Premises by the Lessor.

DEALINGS WITH THE LEASE BY THE LESSEE

- 42.1 The Lessee may not Deal with the Lease except with the prior written consent of the Lessor.
- 42.2 Deal and Dealing includes:
 - 42.2.1 giving any security over the Lease or any interest in the Lease;
 - 42.2.2 transferring the Lease or any interest in the Lease;
 - 42.2.3 sub-letting or parting with possession of the Premises or any part of the Premises.

Security

- 42.3 The Lessor will not withhold consent to the Lessee giving any Security over the Lease if:
- 42.3.1 the Party to whom the Security is given agrees to be bound by the Lessee's obligations under the Lease;
 - 42.3.2 the Lessee pays the Lessor's reasonable costs and expenses in respect of the consent;
 - 42.3.3 the Lessor's rights under the Lease are not limited in any way.

Assignment

- 42.4 The Lessor will not withhold consent to the Lessee transferring the Lease if:
- 42.4.1 the Lessee can establish that the Transferee is respectable, responsible, financially sound and has the capacity to meet the Lessee's obligations under the Lease;
 - 42.4.2 the Transferee enters into a Deed in a form and to the effect reasonably required by the Lessor binding the Transferee to comply with the Lessee's obligations under the Lease, including any unsatisfied obligations at the time of the Transfer;
 - 42.4.3 the Lessee pays the Lessor's reasonable legal costs and expenses and any managing agent's charges in respect of the Transfer;
 - 42.4.5 all of the Lessee's obligations under the Lease up to the date of the Transfer have been satisfied;
 - 42.4.6 in the case of a transfer to a corporate entity, personal guarantees of the Lessee's obligations in a form reasonably required by the Lessor, are provided by a person or persons approved by the Lessor whose approval will not be unreasonably withheld.
- 42.5 If the Lessee is a corporate entity, a change in the effective control of the Lessee, however effected and whether by one transaction or by more than one transaction over a period of twelve (12) consecutive months, will constitute a transfer of the Lease for the purposes of this clause.

Sub-Letting

- 42.6 The Lessor will not withhold consent to a sub-letting or parting with possession of the whole or any part of the Premises if:
- 42.6.1 the proposed grantee of the rights is respectable, responsible and financially sound;
 - 42.6.2 the rights are for a period not exceeding the unexpired term of the Lease less one (1) day;
 - 42.6.3 the rights are granted on current market terms;
 - 42.6.4 the rights are granted pursuant to a Sub-Lease or Licence Agreement approved by the Lessor, whose approval will not be unreasonably withheld.

Sale Of Business

- 42.7 The Lessee acknowledges and agrees that the Lessee will be responsible for any managing agent's reasonable charges for time spent in respect of facilitating the process of any sale of the Lessee's Business in relation to the terms of the Lease. Any such fees and charges will be due and payable on commencement of any assistance with this process at our initial fee of \$550.00 + GST and will be further calculated, having regard to the time spent by the agent in facilitating the transaction, capped at \$1,100.00 +GST.

DEALINGS WITH THE LEASE BY THE LESSOR

- 43.1 The Lessor may Deal with the Lease by:
- 43.1.1 conveying any of the Lessor's rights in the Property;
- 43.1.2 giving security over the Lessor's rights in the Property;
- 43.1.3 giving a concurrent Lease over the Property.
- 43.2 If the Lessor Deals with the Lease, the Lessee will, at the cost of the Lessor, on request in writing from the Lessor, execute such documents as are reasonably required binding the Lessee to perform the Lessee's obligations for the benefit of the Party benefited by the Lessor's Dealing.
- 43.3 The Lessor will, by virtue of a conveyance of the Lessor's rights in the Property, be released from any liability to the Lessee under the Lease in respect of matters occurring or arising after the date on which the conveyance took place.
- 43.4 The Lessor will cause the Lessee to be notified in writing of any Dealing by the Lessor with the Lease.
- 43.5 A reference in this clause to the Lessee includes the Lessee's Guarantors, if any.

DAMAGE TO THE PREMISES AND THE COMPLEX

- 44.1 This clause will apply if the Premises, or if they form part of a Complex, the Complex is damaged so that the whole or part of the Premises cannot be used by the Lessee.
- 44.2 If this clause applies, then to the extent that the Lessee is unable to use the Premises, the payments which the Lessee is required to make will be reduced or suspended from the date on which the damage occurred until the date on which the damage is made good.
- 44.3 The reduction in the payments which the Lessee is required to make will be proportional to the extent to which the Lessee is unable to use the Premises.
- 44.4 If the Lessor determines that it is not practicable or desirable to make good the damage, the Lessor can give a notice to the Lessee terminating the Lease.
- 44.5 If the Lessor fails to make good the damage within a reasonable time, the Lessee can terminate the Lease by giving twenty-eight (28) days' written notice.
- 44.6 A Notice of Termination by the Lessee will not take effect if the Lessor makes good the damage before the Notice takes effect.
- 44.7 The Lessee will not have any rights under this Lease whether to a reduction in payments or to terminate the Lease if, and to the extent that, the damage has been caused by the wrongful acts or omissions of the Lessee, its employees or contractors.
- 44.8 If the Premises are resumed or acquired by an Authority, the Lessee will not be entitled to any compensation or other claim against the Lessor unless and to the extent that the Lessor is entitled to claim against the Authority.

INTEREST

- 45.1 Interest is payable on moneys owing under this Lease by the Party owing the money to the Party to whom the moneys are owed.
- 45.2 Interest will be calculated:
- 45.2.1 at the rate of fourteen (14) per cent per annum;
- 45.2.2 from the date on which the payment falls due until the date payment is made.
- 45.3 Interest is payable on demand.

- 45.4 Interest is payable on unpaid interest capitalised monthly whether a demand for payment has been made or not.

ESSENTIAL TERMS

- 46.1.1 The Essential Terms of the lease are:
- 46.1.1 the obligation to pay rent;
- 46.1.2 the obligation, if any, to pay for Outgoings;
- 46.1.3 the obligation not to assign, sub-let or part with possession except in accordance with the Lease;
- 46.1.4 the obligation not to use the Premises for any purpose other than the Use;
- 46.1.5 the obligation to hold and maintain the Insurances.
- 46.2 The Lessee will, in addition to any other right which the Lessor has, compensate the Lessor for any loss which the Lessor suffers if the Lessee is in breach of any of the Essential Terms of the Lease.
- 46.3 The Lessor will be entitled, subject to the Lessor's obligation to minimise the Lessor's loss, to recover compensation for any breach of an Essential Term of the Lease for the whole term of the Lease notwithstanding:
- 46.3.1 the Lessee abandoning or vacating the Premises;
- 46.3.2 the Lessor re-entering and/or terminating the Lease;
- 46.3.3 acceptance by the Lessor of a repudiation of the Lease by the Lessee;
- 46.3.4 surrender of the Lease by operation of law; or
- 46.3.5 that proceedings for recovery are commenced before or after any abandonment, vacating, re-entry, termination, repudiation or surrender by operation of law.

RE-ENTRY

- 47.1 The Lessor can re-enter the Premises and may, in addition, terminate the Lease without notice to the Lessee:
- 47.2 if the Lessee has not paid the whole or any part of an instalment of rent within fourteen (14) days of the due date;
- 47.3 if the term of the Lease has expired without the Lease being renewed or extended and if the Lessor has not consented to the Lessee remaining in the Premises;
- 47.4 if the Lessor has good reason to believe that the Lessee has abandoned the Premises;
- 47.5 if the Lessee has been made the subject of any Insolvency Action;
- 47.6 if the Lessee has been served with a Notice pursuant to Section 129 of the Conveyancing Act and has not complied with its terms within the time allowed.

CONDITION OF PREMISES ON RE-ENTRY OR TERMINATION

- 48.1 When the Lease expires or is terminated, the Lessee will give the Lessor possession of the Premises:
- 48.1.1 in the condition in which the Lessee is required to keep the Premises by the terms of the Lease;

- 48.1.2 cleared of all of the property, other than the Lessor's property, and of all waste material.

ACTION ON TERMINATION

- 49.1 The Lessee may remove the Lessee's fixtures on the terms of this clause unless the Lessor consented to their installation on the basis that they would become the property of the Lessor on expiry or termination of the Lease.
- 49.2 The Lessee may remove the Lessee's fixtures:
- 49.2.1 if the Lease is terminated prior to its expiry within a reasonable time after termination and the Lessor will allow reasonable access for this purpose;
- 49.2.2 otherwise, before the Lease expires.
- 49.3 The Lessee must make good any damage caused in removing its fixtures and restore the Premises to their condition before the fixtures were installed, subject only to fair wear and tear.

REMOVAL OF PROPERTY

- 50.1 The Lessee must remove the Lessee's property from the Premises:
- 50.1.1 prior to expiry of the Lease;
- 50.1.2 in any case, if the Lease is terminated, as soon as practicable after termination.
- 50.2 The Lessor will not be liable for any loss or damage caused to the Lessee's property in the Premises, unless caused by the wrongful acts of the Lessor, its employees or contractors.
- 50.3 The Lessee will be liable to the Lessor:
- 50.3.1 for compensation equal to the moneys payable under the Lease calculated on a daily basis until the property is removed; and
- 50.3.2 in addition for any other losses incurred by the Lessor because the property has not been removed.

RIGHT OF THE LESSOR TO MAKE GOOD

51. If the Lessee fails to perform or observe any of its obligations under the Lease within a reasonable time, the Lessor:
- 51.1 can make good the obligation; and
- 51.2 require the Lessee to meet the Lessor's costs and expenses of doing so including a reasonable charge for the Lessor's work and time.

NOTIFIABLE DISEASES

52. The Lessee will:
- 52.1 give all notices required of the Lessee, or the Lessor, by law, in respect of any infectious diseases occurring on the Premises;
- 52.2 at the Lessee's cost, fumigate and disinfect the Premises and comply with any other requirements at law.

INJURIOUS CONDUCT

- 53.1 The Lessee will not cause or allow any light, noise, odour, vibration, emissions, pollutants, contaminants or other nuisance which might cause harm or annoyance to any neighbouring occupiers or owners.

- 53.2 Nothing in this clause will prevent the Lessee from using the Premises in a lawful manner for the Use.

ACTING REASONABLY

- 54.1 Each Party agrees to act reasonably in its dealings with the other.
- 54.2 Each Party will, in making any determination and in dealing with any request from the other, act reasonably except where the express terms of the Lease provide otherwise.

MANAGING AGENT

- 55.1 The Lessor may, from time to time, appoint a Managing Agent to manage the Building or the Premises.
- 55.2 The Managing Agent will represent the Lessor in all matters relating to the Lease except as stated in writing to the Lessee.

ATTRIBUTION OF PAYMENTS

56. The Lessor can apply any moneys received from the Lessee to any moneys owing by the Lessee to the Lessor regardless of:
- 56.1 how the payment is described by the Lessee; and
- 56.2 the order in which any liability was incurred or payment received.

WAIVER

57. If a Party does not exercise any rights in respect of any breach or non-observance of a Term of the Lease by the other Party, or does not do so promptly, the Party will not be prevented from:
- 57.1 exercising its rights in respect of that breach or non-observance at a later time; or
- 57.2 exercising its rights in respect of any subsequent breach or non-observance of the same term.

NOTICES

- 58.1 Any notice given pursuant to the Lease may be given:
- 58.1.1 in writing;
- 58.1.2 by facsimile transmission if a transmission report confirming successful transmission is obtained;
- 58.1.3 be sent by email to their email address, when it will be treated as received when it enters the recipient's information system;
- and not otherwise.
- 58.2 A notice may be served by any of the methods allowed by Section 170 of the Conveyancing Act.
- 58.3 A notice may be served:
- 58.3.1 on the Lessor at the Lessor's last known business or residential address;
- 58.3.2 on the Lessor, care of the Lessor's Managing Agent, if the Lessor has appointed a Managing Agent;
- 58.3.3 on the Lessee, at the Lessee's last known business or residential address;

- 58.3.4 on the Lessee at the Premises;
- 58.3.5 on a Party which is a Company or other corporate entity at its registered office or principal place of business, last notified and recorded by the relevant authority;
- 58.3.6 on a Guarantor, at the Guarantor's last known business, residential or email address.
- 58.4 If a Party changes its address or email address, the Party will promptly notify the other Parties, in writing, of the change of address.

REFERENCE SCHEDULE

59. A reference to an item and number in this Lease is a reference to the item and number in the Reference Schedule to this Lease and to the material set out against that item and number in the Reference Schedule.

ENTIRE AGREEMENT

- 60.1 The Parties agree that this Lease contains all of the terms agreed between the Parties in relation to the Lease and to the Premises.
- 60.2 The Lease cannot be changed except by written agreement signed by the Lessor and the Lessee.

RESPONSIBILITY FOR EMPLOYEES

- 61.1 The Lessee will take all reasonable steps to ensure that the Lessee's employees, agents, contractors and those coming to the Premises or the Complex in connection with the Lessee, do not commit any breach or non-observance of any of the Lessee's obligations under this Lease.
- 61.2 The Lessee's responsibility for persons other than the Lessee's employees, agents and contractors will only apply while:
- 61.2.1 they are within or in the immediate vicinity of the Premises; or
- 61.2.2 they are otherwise under the control or supervision of the Lessee.

COSTS

- 62.1 The Lessee will pay the Lessor's reasonable legal costs and out-of-pocket expenses and all stamp duty payable in respect of:
- 62.1.1 this Lease;
- 62.1.2 any Dealing with this Lease, including any proposed Dealing;
- 62.1.3 any default by the Lessee or the Guarantors under this Lease;
- 62.1.4 any consent sought pursuant to this Lease whether granted or not;
- 62.1.5 any renewal, extension or variation of this Lease;
- 62.1.6 any sub-lease or licence;
- 62.1.7 any surrender whether in part or in whole of this Lease.
- 62.2 The Lessor's out-of-pocket expenses payable by the Lessee include the cost of obtaining any Mortgagee's consent or Head Lessor's consent, and the consent of any Authority or entity whose consent is required for any reason.

RULES

- 63.1 The Lessor may, if the Premises form part of a Complex or Land, make Rules regarding any matter relevant to the Complex and the conduct of persons in and about the Complex or Land.
- 63.2 A reference to the Complex or Land in this clause includes the Premises.
- 63.3 No Rule can take away or reduce the Lessee's rights under this Lease.
- 63.4 The Lessee will be bound by the Rules properly made by the Lessor and notified in writing to the Lessee.
- 63.5 If the Premises form part of a strata plan or community scheme, the by-laws of the plan or scheme will form part of the Rules to be observed by the Lessee.
- 63.6 The Lessee is responsible for ascertaining the rules of any strata plan or community scheme.
- 63.7 The power to make Rules includes a right to repeal, vary or add to the Rules from time to time.

OUTGOINGS ON REGISTRATION OF A STRATA PLAN

- 64.1 This clause will apply if:
- 64.1.1 after the Lease commences the Premises become a Lot or part of a Lot in a Strata Plan; and
- 64.1.2 the Lease requires the Lessee to pay a contribution to Outgoings.
- 64.2 If this clause applies then, with effect from registration of the Strata Plan:
- 64.2.1 the Outgoings to which the Lessee is required to contribute will include all Strata Levies in respect of the Premises other than Special Levies raised for structural improvements or capital works;
- 64.2.2 the percentage of Outgoings which the Lessee is required to pay will, in place of the percentage specified in Item 10, be 100% of the Outgoings for the Strata Lot comprising the Premises;
- 64.2.3 if the boundaries of the Strata Lot do not conform with the Premises, fair and reasonable apportionment will be made by the Lessor on an area basis;
- 64.2.4 the Lessor will make a fair and reasonable apportionment in respect of Outgoings where separate assessments are not available with effect from the date of registration of the Strata Plan.

CAR SPACE LICENCE

- 65.1 For no further consideration, the Lessor grants to the Lessee a Licence to use the Car Spaces referred to in Item 11 of the Reference Schedule.
- 65.2 The Licence will commence on the Date of Commencement and terminate when this Lease expires or is terminated.
- 65.3 The Lessee may use the Car Spaces for parking vehicles and not for any other purpose.
- 65.4 The Lessee will observe all relevant terms and conditions of this Lease in respect of the Car Spaces as if the Car Spaces formed part of the Premises.
- 65.5 This clause does not apply where the Lease is for the whole of the Land in the Folio Identifier and no Car Spaces external to the Premises are provided.
- 65.6 The Lessee will remove all motor vehicles;

- 65.6.1 on or before the date fourteen (14) days immediately prior to the Terminating Date; or
- 65.6.2 on or before the date fourteen (14) days immediately prior to the date the Lessee vacates or abandons the Premises; or
- 65.6.2 if the Lessor terminates the Lease by re-entry, within 7 days after the date of termination (during reasonable hours as approved by the Lessor).
- 65.7 The Lessee acknowledges and agrees that it will, in accordance with the timeframes referred to in clause 65.6 above:
 - 65.7.1 remove from the Land and Car Park all of its and the Lessee's Employees' property and motor vehicles unless the Lessor agrees or directs otherwise in writing; and
 - 65.7.2 thoroughly clean and make good any damage to the Car Spaces, including where necessary removing all rubbish and other materials.
- 65.8 The Lessee hereby authorises and acknowledges that the Lessor may remove, at the Lessee's cost, any motor vehicles not removed in accordance with clause 65.6 to a place chosen by the Lessor at the Lessor's absolute discretion.
- 65.9 The Lessor will not be liable for any loss or damage in respect of any motor vehicle or other items, including but not limited to, any loss caused or occasioned in connection with their removal.
- 65.10 The Lessee indemnifies and holds harmless the Lessor against any claims, losses or costs in respect of the Lessor acting in accordance with this clause.

AGENCY

- 66.1 The Lessee warrants to the Lessor that the Lessee was introduced to the Lessor and to the Premises by the agent named in Item 12 of the Reference Schedule and not by any other agent.
- 66.2 The Lessee indemnifies and agrees to hold and keep indemnified the Lessor from any claim for commission based on an introduction of the Lessee to the Lessor or the Premises by another agent, including any costs associated with such a claim.

GUARANTEE

- 67.1.1 The Guarantors specified in Item 14 have a direct or indirect interest in the Lessee;
- 67.1.2 the Guarantors realise that the Lessor would not have agreed to grant this Lease to the Lessee unless they agreed to be personally responsible for the obligations of the Lessee to the Lessor to the full extent of their personal assets;
- 67.1.3 the Guarantors acknowledge that the Lessor and the Lessee have agreed to make this Lease because the Guarantors have asked them to do so.
- 67.2 The Guarantors agree that if there is more than one Guarantor each of them can be made responsible for all of the Lessee's obligations to the Lessor.
- 67.3.1 The Guarantors agree that if there is anything which the Lessee has to do under this Lease, they will do it if the Lessee does not.
- 67.3.2 This includes paying any monies which are owed by the Lessee to the Lessor.
- 67.4.1 If the Lessor is harmed in any way because the Lessee does not do anything which this Lease requires the Lessee to do, the Guarantors will do whatever is necessary to make good the harm to the Lessor.

- 67.4.2 This includes paying to the Lessor any money which the Lessor has lost but also includes any other harm.
- 67.5 The Guarantors agree that they will be responsible to the Lessor under these provisions even though:
- 67.5.1 for any reason the Lessor cannot take action against the Lessee or any other Guarantor;
- 67.5.2 any of the conditions of this Lease are not enforceable;
- 67.5.3 the Lease between the Lessor and the Lessee has been changed in any way;
- 67.5.4 the Lessor has not made the Lessee or any other Guarantor pay any money or do anything it could have made them pay or do;
- 67.5.5 the Lessor has not told the Guarantor any information about the Lessee or any other Guarantor;
- 67.5.6 any change in the circumstances of the Lessee or any of the Guarantors.
- 67.5.7 the fact that the Lessee or any other Guarantor has not signed this Lease or has not signed it properly.
- 67.6 Each of the Guarantors agrees that they will be responsible to the Lessor for the Lessee's Obligations to the full extent of the Guarantor's assets.
- 67.7 The Obligations of the Guarantors will continue until:
- 67.7.1 this Lease has ended for any reason and all monies owing by or obligations of the Lessee to the Lessor have been fully satisfied: or
- 67.7.2 the Lessor has signed a document agreeing that the Guarantor is not to be responsible for the Lessee any more.
- 67.8 Any payment which is received by the Lessor which the Lessor has to return for any reason will not reduce the amount for which the Guarantors are liable.
- 67.9 The Lessor may take action against the Guarantors or any one or more of them notwithstanding that it has not first taken action against the Lessee.

NOTICES FROM AUTHORITIES

- 68.1 If either Party receives notice from an authority in respect of the Premises, it will promptly give a copy of the notice to the other Party.
- 68.2 The Lessee will comply promptly with any notice issued in respect of the Premises whether served on the Lessor or on the Lessee.
- 68.3 The Lessee will, on demand by the Lessor, provide evidence of compliance by the Lessee with any notice issued in respect of the Premises.

BUILDING WORKS

- 69.1 This clause will only apply if the Premises form part of the property owned by the Lessor.
- 69.2 If this clause applies:
- 69.2.1 the Lessor may carry out works in respect of the property;
- 69.2.2 the Lessee cannot restrict or limit the works which the Lessor can carry out except as allowed by this clause;

69.2.3 the Lessors rights include constructing additional improvements and demolishing or altering existing improvements.

69.3 The Lessor will, in exercising the Lessor's rights under this clause, cause as little inconvenience to the Lessee as reasonably possible.

SPECIAL CONDITIONS

70. The Special Conditions contained in the Schedule of Additional Conditions to this Lease form part of this Lease and are agreed to by the Parties.

INTERPRETATION

71.1 Bodies and Associations: References to authorities, institutes, associations and bodies, whether statutory or otherwise, shall in the event of any such organisation ceasing to exist or being reconstituted, renamed or replaced or the power or functions thereof being transferred to any other organisation be deemed to refer respectively to the organisation established or constituted in lieu thereof and/or as nearly as may be succeeding to the powers or functions thereof.

71.2 Implied Covenants: The covenants and powers implied in every lease by virtue to Sections 84, 84A and 85 of the Conveyancing Act except in so far as the same or some part or parts thereof are included in the covenants herein contained are expressly excluded.

71.3 Jointly and Severally: Any covenant or agreement on the part of two or more persons shall bind them jointly and severally.

71.4 Number and Gender: Words importing the singular number shall include the plural and words importing the masculine gender shall include the feminine or neuter and vice versa and words importing persons shall include companies.

71.5 Severability: If any term covenant or condition of this lease or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining terms covenants and conditions shall not be affected thereby.

71.6 Reading Down: To the extent that any term covenant or condition of this Lease shall be or be deemed to be invalid, void, voidable or unenforceable the same shall be construed or read down if it is capable of such construction or reading down to such extent as may be necessary to render it valid of good effect and enforceable.

71.7 Statutes And Regulations: Reference to statutes, ordinances or by-laws shall be deemed to extend to all statutes, regulations, ordinances or by-laws amending consolidating or replacing the same.

71.8 Headings: The headings of clauses have been inserted for guidance only and shall not be deemed to form any part of the context.

71.9 Survey Measurement: Where this Lease provides for any measurement of the floor area of lettable area of the premises or the Building to be calculated or determined the calculation or determination shall be made in accordance with the appropriate method adopted by the Property Council of Australia Ltd or such other method of calculation as the Lessor shall reasonably adopt.

71.10 Payment Day: Any provision of this Lease requiring a payment be paid on any day shall if that day falls on a Saturday, Sunday or Public Holiday require the payment to be made on the immediately preceding business day, that is, Monday to Friday inclusive but excluding Public Holidays.

71.11 Trustee: If the Lessee enters into this Lease as Trustee of a Trust or in any other representative capacity, the Lessee will be liable under the Lease both in its own right and as a Trustee or in any other representative capacity.

WORK HEALTH AND SAFETY

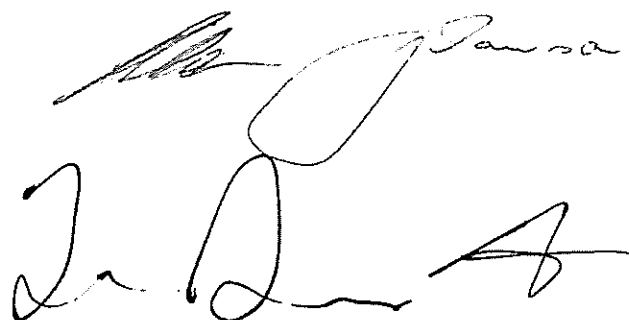
- 72.1 This clause will apply notwithstanding any other provision of this Lease to the extent of any inconsistency.
- 72.2 In this clause:
- 72.2.1 Lessees Contractor means any contractor engaged by the Lessee to undertake the work.
- 72.2.2 WHS Principal Contractor means the person deemed to be the principal contractor in accordance with the WHS Regulation.
- 72.2.3 WHS Regulation means the Work Health and Safety Regulation 2011 (NSW) and includes amendments, re-enactments and replacements of it.
- 72.2.4 Work means any work to which Chapter 6 of the WHS Regulation applies and which is commissioned by or on behalf of the Lessee, and for the avoidance of doubt whether or not directed or approved by the Lessor or in accordance with this Lease, or another Lease document.
- 72.3.1 In accordance with clause 293 of the WHS Regulation, where any work is to be undertaken under or in connection with any Lease document in the Premises during the Term or during the term of another Lease document, the Lessee acknowledges that, subject to clause 72.3.2, it is the WHS Principal Contractor.
- 72.3.2 The Lessee may:
- 72.3.2 (i) engage the Lessee's Contractor as principal contractor; and
- (ii) authorise the Lessee's Contractor to have management and control of the property which the work will occur and to discharge all responsibilities as the WHS Principal Contractor for work done, performed or commenced until the expiry of termination of this Lease.
- 72.4 The Lessee must do all things to assist the Lessor in discharging any obligations it may have under the WHS Regulation.
- 72.5 The Lessee must immediately comply with directions on safety issued by any relevant Authority or by the Lessor.
- 72.6 The Lessee will, on and from the earliest of the date of this Lease, the Commencement Date or the date the Lessee is given access to the Premises, to the extent permitted by law, indemnify the Lessor against all claims and costs arising from or incurred in connection with a breach by the Lessee of this clause or of the obligations applicable to the WHS Principal Contractor under the WHS Regulation.

DICTIONARY

73. In this Lease:
- 73.1 **Additional Conditions** means the Special Conditions to this Lease which are set out in the Schedule of Additional Conditions.
- 73.2 **Appurtenances** means all of the equipment and apparatus used in the Complex, the Building or the Premises, including mechanical ventilation, air conditioning equipment, stop cocks, hydrants, fire hoses, alarm systems, fire safety equipment, water closets, lavatories, grease traps, water apparatus, wash basins, wash rooms, gas fittings, gas pipes, electrical fittings, electrical wiring and connectors, meter and fuse boxes, light globes, security devices, windows, doors, and other openings, drains and drainage works, plant, cooling towers, electrical installations, fan coil units, duct work, defusers, and other associated equipment.

- 73.3 **Authority** means any governmental, semi-governmental or local governmental authority and any service provider or other entity having the power at law to make determinations in relation to the Premises or the Complex.
- 73.4 **Bank Guarantee** means a bond or security in favour of the Lessor drawn by a Bank licensed to conduct banking business in Australia which is unconditionally payable on presentation and which contains no expiry date.
- 73.5 **Building** means all improvements on the Land.
- 73.6 **Common Areas** means all those parts of the Building not demised or licensed to any person and designed or intended for the use by the tenants of the Building and their respective employees invitees and licensees in common with each other.
- 73.7 **Complex** means any land and improvements of which the Premises form part where other parts of the land and improvements are owned by the Lessor or by an Owners Corporation of a Strata Scheme or form part of a Community Title Scheme.
- 73.8 **GST** has the meaning given to it in the A New Tax System (Goods and Services Tax) Act, 1999 (Commonwealth).
- 73.9 **Insolvency Action** means:
- 73.9.1 in relation to an Individual -
- 73.9.1.1 committing an act of bankruptcy;
- 73.9.1.2 being made subject to a Sequestration Order in Bankruptcy;
- 73.9.1.3 entering into any scheme of arrangement whether formal or informal with creditors; and
- 73.9.2 in relation to a Company -
- 73.9.2.1 having an Administrator appointed;
- 73.9.2.2 entering into a Deed of Company Arrangement or any other scheme of arrangement, whether formal or informal, with its creditors;
- 73.9.2.3 resolving to go into liquidation;
- 73.9.2.4 failing to satisfy a statutory notice pursuant to the Corporations Act in accordance with its terms;
- 73.9.2.5 having a Liquidator, Provisional Liquidator, Receiver or Receiver and Manager appointed; or
- 73.9.2.6 being unable to pay its debts as and when they fall due.
- 73.10 **Land** means the property on which the Premises are located or comprising the Premises as the case may be and specified in (A).
- 73.11 **Lease Year** means each period of twelve (12) months starting on the Commencing Date or any anniversary of the Commencing Date.
- 73.12 **Outgoings** means the expenses and costs incurred in respect of the Complex if the Premises form part of the Complex and otherwise in relation to the Premises listed in the Outgoings Schedule.
- 73.13 **Premises** means the property or the portion of the property as the case may be described in (A). Where the Premises are part of the property only, the Premises are limited to:
- 73.12.1 the upper surface of the floor;

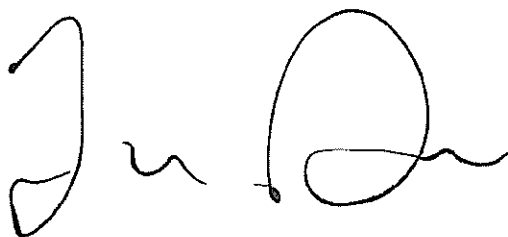

- 73.12.2 the inner surfaces of any external walls;
- 73.12.3 the lower surface of the ceiling or, if there is no ceiling, the roof of the Premises
- and include the Appurtenances.
- 73.14 **Repair** includes making good any structural defects and latent defects except or to the extent that the defects were caused by the wrongful acts or omissions of the Lessor.
- 73.15 **Review Date** means a date on which Rent is to be reassessed pursuant to Clause 9 as specified in Item 6.
- 73.16 **Services** means all facilities now or in the future available to the Premises including, but not limited to, gas, electricity, water, telephone, sewerage and waste removal.
- 73.17 **Strata Complex** means land and improvements which are subject to a Strata Title or Community Title Scheme.
- 73.18 **User** means the purpose for which the Lessee can use the Premises pursuant to Clause 15 and Item 8.
- 73.19 **WH and S requirements** means all requirements pursuant to the Work Health and Safety Act, any regulations made pursuant to that Act and any other laws or regulations relating to workplace health and safety.

The image shows two handwritten signatures in black ink. The top signature is written in a cursive style and appears to read 'M. J. Pansa'. The bottom signature is also cursive and appears to read 'J. D. A.'.

SCHEDULE OF ADDITIONAL CONDITIONS TO LEASE
BETWEEN
BWD SUPER PTY LTD (ACN 604 029 218) AS LESSOR
AND
REAL HOUSEWORK PTY LTD T/A MY BINS (ACN 157 910 775) AS LESSEE

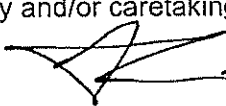
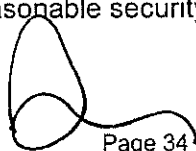
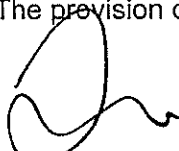
Not applicable

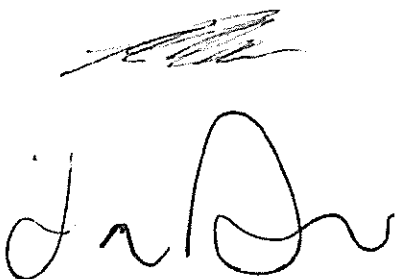
 

OUTGOINGS SCHEDULE TO LEASE
BETWEEN
BWD SUPER PTY LTD (ACN 604 029 218) AS LESSOR
AND
REAL HOUSEWORK PTY LTD T/A MY BINS (ACN 157 910 775) AS LESSEE

1. All rates, charges, assessments, duties, impositions and fees of any public, municipal or government body, authority or department.
2. Rates and charges payable to any local or other authority responsible for the provision of water and/or sewerage and/or drainage services and/or trade waste including all water consumption and sewerage usage charges.
3. All levies and other charges payable to the Owners Corporation of the Complex of which the Premises form part, including Administration Fund Levies, Sinking Fund Levies and Special Levies, but excluding special levies required for capital purposes unless the need for the levy arose from the wrongful act or omission of the Lessee, its servants, agents or contractors.
4. Land Taxes or taxes of the nature of a tax on land payable on a single holding basis.
5. Insurance premiums and other charges including stamp duties thereon for insurance on structures, glass, fittings and fixtures of the Premises in their full insurable reinstatement value against all usual risks, public liability insurances, worker's compensation insurances, loss of rents or loss of profits insurances, and any other insurance effected by the Lessor in relation to any risk relating to the Lessor's ownership of or interest in the Premises but exclusive of any excess or penalty rates recoverable for any lease of the Premises.
6. Wages and Payroll Taxes payable in respect of employees of the Lessor employed solely for the purposes of operating, cleaning, maintaining and/or administering the Premises calculated as if such employees are the only employees of the Lessor.
7. The Fees and/or Premiums payable to specialist contractors for the maintenance, servicing and repair of the appurtenances and equipment of the Premises.
8. The costs of operating and supplying all services from time to time provided by the Lessor for the tenants, occupiers and invitees of the Premises.
9. The cost of repairs to, and maintenance of, the building not being repairs of a structural nature or expenditure incurred by way of rebuilding or additions to the Premises or repairs which are the obligation of any tenant of the Premises.
10. The cleaning of the Common Areas and the exterior of the Premises.
11. Electricity, gas, oil, fuel, telephone and other services or requirements furnished or supplied to the Building for the general benefit or purposes of the Premises.
12. The costs of supplying any towels and other toilet requisites in water closets, washrooms and lavatories in the Common Areas.
13. The disposal of garbage and waste from the Premises including the net cost to the Lessor or hiring or leasing any equipment for such purpose.
14. The costs of maintaining gardens and landscaped areas including all indoor plants and gardens.
15. The provision of reasonable security and/or caretaking services.

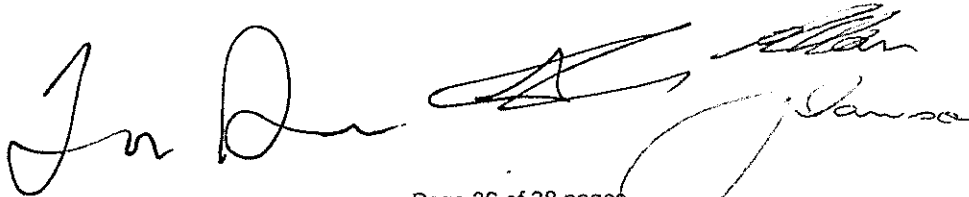


16. The costs of managing, controlling and administering the Premises and the collection of rents and other moneys, including, but without limiting, the generality of the foregoing, the reasonable wages, long service leave and other emoluments paid to any Centre Manager and other clerical staff employed by the Lessor for such purposes (together with all statutory overheads related to such wages) and fees and charges paid to the Lessor's Managing Agent, but not including leasing commissions and fees, salaries, wages, travelling and accommodation expenses incurred by the directors or administrative officers of the Lessor not directly engaged in the management and operation of the Premises.
17. Such sum each year as the Lessor may reasonably decide to set aside as a fund to cover repairs, renovations, replacements and maintenance of a substantial but infrequent nature.
18. The costs of air conditioning, ventilators, heating and cooling the Premises inclusive of electricity, fuel, maintenance and repairs.
19. Any other expenses, including audit costs, properly and reasonably incurred in the conduct of the Premises, but excluding rent or repayments in the nature of rent payable under any Head Lease and excluding contributions by the Lessor to promotional expenses.

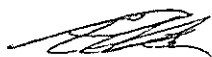
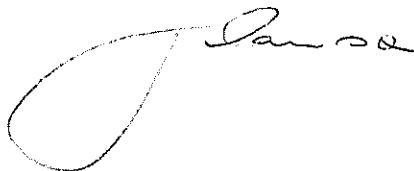
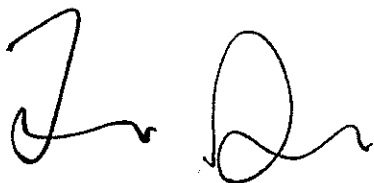


REFERENCE SCHEDULE

ITEM 1 First date for exercise of Option (Clause 6.3)	FIRST OPTION NIL	SECOND OPTION
ITEM 2 Last date for exercise of Option (Clause 6.3)	FIRST OPTION NIL	SECOND OPTION
ITEM 3 Method of rent review for first year of Option term (Clause 6.8)	NOT APPLICABLE	
ITEM 4 Rent for the first year of the term (Clause 7.2)	\$29,743.92 pa Gross plus GST (being \$2,478.66pcm plus GST)	
ITEM 5 Day of the month on which rent is to be paid (Clause 7.3)	22 nd	
ITEM 6 Rent Review (Clause 8)	DATE: Each anniversary of the Commencing Date	METHOD: 4%
ITEM 7 Rent free period (Clause 13)	Nil	
ITEM 8 Permitted Use (Clause 14)	Administration, Bin and Tool Storage	
ITEM 9 Minimum amount of Public Liability Insurance (Clause 31)	\$20,000,000.00	
ITEM 10 Lessee's percentage of Outgoings (Clause 38)	Nil	
ITEM 11 Car Spaces (Clause 65)	Two (2) Car Spaces	
ITEM 12 Agent (Clause 66)	Upstate Group, Level 1, Suite 15, 888 Pittwater Road, Dee Why, NSW, 2099	



ITEM 13: Security Deposit/Bond (Clause 25)	\$5,453.05 equivalent to two (2) months' rent including gst)
ITEM 14: Guarantors (Clause 67)	Amos Joseph Michael of 22 New Street West, Balgowlah NSW 2093 Joseph Colin Drew of 22 New Street West, Balgowlah NSW 2093


Attestation for Company without Seal

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

CORPORATION: BWD SUPER PTY LIMITED

ACN: 604 029 218

Authority: Section 127 of the Corporations Act 2001

Signature of authorised person: 

Name of authorised person: R.W. DAWSON

Office held: DIRECTOR

Signature of authorised person: 

Name of authorised person: JUDITH MARIE DAWSON

Office held: DIRECTOR

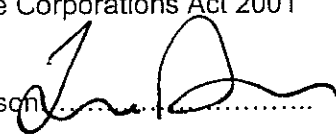
Attestation for Company without Seal

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

CORPORATION: REAL HOUSEWORK PTY LTD

ACN 157 910 775

Authority: Section 127 of the Corporations Act 2001

Signature of authorised person: 

Name of authorised person: JOSEPH DREW

Office held: Director

Signature of authorised person: 

Name of authorised person: AMOS JOSEPH MICHAEL

Office held: Director

Attestation clauses for Guarantors

SIGNED SEALED AND DELIVERED by the)
said Amos Joseph Michael)
in the presence of:)

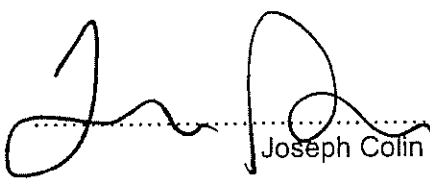

.....
WITNESS


.....
Amos Joseph Michael

Attestation clauses for Guarantors

SIGNED SEALED AND DELIVERED by the)
said Joseph Colin Drew)
in the presence of:)


.....
WITNESS


.....
Joseph Colin Drew