

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Upstate Group Suite 15 Level 1/888 Pittwater Road, Dee Why, NSW 2099	Phone: (02) 9939 6788 Ref: Paul Cunningham
co-agent		
vendor	Michael James Neaylon 3/1 McDonald Street, Potts Point, NSW 2011	
vendor's solicitor	V J Tait & Associates Suite 1, 27 Terminus Street, Castle Hill NSW 2154 PO Box 934, Castle Hill NSW 1765	Phone: 029698383 Fax: 02 9659 6661 Ref: KH:LL:6818
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	50/42-46 Wattle Road, Brookvale, New South Wales 2100 Registered Plan: Lot 55 Plan SP 74535 Folio Identifier 55/SP74535	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> car space <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commercial unit and carspaces	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> clothes line <input type="checkbox"/> curtains	<input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> insect screens <input checked="" type="checkbox"/> other: air conditioning, smoke detectors	<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	\$	(+GST)		
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date	(if not stated, the date this contract was made)			

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ Tenants in common ☐ in unequal shares

witness

ChoicesVendor 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 checked="" 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 checked="" type="checkbox"/> 7 section 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 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 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 1986
<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 for non-compliance	

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

Metro Asset Management
 PO Box 873, AVALON NSW 2107 Phone: (02) 8211 0416
 admin@metroasset.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office
 Council
 County Council
 Department of Planning and Environment
 Department of Primary Industries
 East Australian Pipeline Limited
 Electricity and gas
 Land & Housing Corporation
 Local Land Services
 NSW Department of Education

NSW Fair Trading
 NSW Public Works Advisory
 Office of Environment and Heritage
 Owner of adjoining land
 Privacy
 Roads and Maritime Services
 Subsidence Advisory NSW
 Telecommunications
 Transport for NSW
 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.

50/42-46 WATTLE RD BROOKVALE NSW 2100

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- 1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - c) The highest bidder is the purchaser, subject to any reserve price.
 - d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.
 - f) A bidder is taken to be principal unless. Before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - g) A bid cannot be made or accepted after the fall of the hammer.
 - h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- 2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.



SPECIAL CONDITIONS

Vendor: MICHAEL JAMES NEAYLON
Property: 50/42-46 Wattle Road, Brookvale

1. The Purchasers acknowledge that they are purchasing the property in its present condition and state of repair and subject to any infestation and dilapidation and whether or not affected by insect or pest and whether or not any of the improvements upon the property are subject to, or insured under, the Building Services Corporation Act, 1989, and the purchasers will raise no objection, requisition or claim for compensation in respect of such matters.
2. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at Law or in Equity if this condition had not been included herein IT IS AGREED that if either party shall die or become mentally ill or bankrupt then either party may by notice in writing to the Solicitor named herein as the other party's Solicitor rescind this Agreement.
3.
 - (a) The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by or through the medium of a real estate agent, an employee of the real estate agent, or a person having a connection with a real estate agent, other than the agent, if any, named in this contract.
 - (b) The Purchaser must at all times indemnify the Vendor against any claim for commission made by any person other than the Vendor's agent, arising out of a breach of the warranty in special condition 3(a) and all actions proceedings and expenses out of any such claim including all legal fees and disbursements.

4. Subject always to any right of rescission that may be available under the Conveyancing Act 1919, no objection, requisition or claim shall be made by the Purchaser in respect of any matter referred to, in or arising out of any Survey Report upon the subject property and the purchasers shall not be entitled to make any objection requisition or claim for compensation in relation to any matter or thing arising there from.
5.
 - (a) Notwithstanding anything contained herein in the event that completion hereof is not effected within the time specified as the completion date on the first page of this Agreement ("the Completion Date") then either party shall be entitled to serve the other party a Notice to Complete. The within Agreement and such Notice shall make time of the essence of the Agreement AND IT IS AGREED between the parties hereto that a period of fourteen (14) days (As defined in S170 of the Conveyancing Act) shall be sufficient notice under any such Notice to Complete or any subsequent Notice of the like kind.
 - (b) The purchaser agrees to pay an adjustment on settlement in the sum of \$220.00 representing agreed expenses incurred by the Vendor for the drafting, engrossing and serving of a Notice to Complete on the Purchaser.
6. Should completion of this contract not take place by the completion date, otherwise than as a result of any default by the vendor under this contract:
 - (a) the purchaser shall pay liquidated damages at the rate of twelve (12%) per annum on the balance of the purchase price, and any other monies owing pursuant to this contract, computed at a daily rate, from the completion date to the actual date of completion but without prejudice to all and any other rights of the vendor pursuant to this contract and it is an essential term of this contract that liquidated damages be paid on completion; and
 - (b) interest must be paid on the actual date of completion;
 - (c) the Vendor is not obliged to settle unless that interest is paid;
 - (d) The interest is a genuine pre-estimate of the Vendor's costs as a result of the Purchaser's failure to complete;
7. This Agreement shall be amended as follows:-
 - (a) Deposit holder – Delete whole definition and replace with “Vendors Conveyancer”
 - (b) Clause 3.3 Delete and insert in its place, the deposit bond must not have an expiry date that is less than 28 days after the due date for completion.
 - (c) Clause 4.1 is amended by deleting the word “Normally”
 - (d) Clause 7.1.1 is to be amended by replacing 5% with 1%
 - (e) Clause 7.2.1 is to be amended by replacing 10% with 1%
 - (f) Clause 8.1 is amended by deleting the words “on reasonable grounds”
 - (g) Clause 10.1 insert the words “delay completion” between the words “claim” and “or” on the first line of Clause 10.1
 - (h) Clause 10.1.4 is to be amended by inserting the words “and/or mechanical

- breakdown” after the word “tear”
 - (i) Clauses 10.1.8 and 10.1.9 is to be amended by adding the words “or existence” after the word “substance”.
 - (j) Clause 14 add 14.9 – Adjustments must be made in accordance with Local Government Act including S603, S570 & S571 and be adjusted for the full financial year for council rates.
 - (k) Clause 16.5 delete the words “plus another 20% of that fee”;
 - (l) Clause 16.7 delete the words “by cash (up to \$2,000.00) or”;
 - (m) Clause 16.8 is amended by replacing “5 settlement cheques” with “5 BANK cheques”
 - (n) Clause 16.12 is deleted.
 - (o) Clause 18 add the following clause “18.8 – The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property”.
 - (p) Clause 20.10 is amended by inserting the words “or building certificate” after the word “report” and by adding the words “and the purchaser agrees to make no objection, requisition or claim for compensation in relation to any matters referred to in the Survey report and/or Building certificate” to the end of the clause.
 - (q) Clause 23.6.1 delete and replace with “The vendor is liable to pay any instalments due and payable up to the date of completion. The Purchaser will be liable to pay the balance of instalments after completion.”
 - (r) Clause 30.9.1 delete the number 2 and insert the number 5.
 - (s) Clause 20.6.5 delete the word “email”
8. The purchaser acknowledges having inspected the chattels and inclusions referred to on the Front Page of the Agreement and shall purchase them in their present condition and state of repair, subject to all defects whether latent or patent and mechanical breakdown shall make no objection requisition or claim for compensation in relation thereto.
9. If the property contains a swimming pool and/or spa:
- (a) The vendor does not warrant that the swimming pool and/or spa on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act.
 - (b) The purchasers agree that, after completion, the purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool and/or spa, fencing and the erection of a warning notice and this special condition shall not merge upon completion of this contract.
 - (c) The purchaser may not make any claim or raise any requisition whatsoever in relation to the swimming pool and/or spa or any non-compliance with the Swimming Pools Act 1992, or other relevant legislation.
10. If there is a conflict between the Special Conditions attached to this Agreement and the printed conditions of sale, then the special conditions shall prevail.
11. The deposit referred to herein shall be released, if required, for the vendor’s use for payment of a deposit for the purchase of an alternate property or for the payment of stamp duty. In respect of such property, provided that such deposit is placed in the Trust

Account of a Licensed Real Estate Agent, Licensed Conveyancer or Solicitor, or paid to the Office of State Revenue and shall not be further released without the purchaser's expressed consent. The Purchaser or their representative will provide authority to the agent to release funds within 2 hours of request to release.

12. Should the purchasers take possession pursuant to Clause 18 of this contract, no tenancy whatsoever shall be deemed to be or have been created.
13. The purchaser acknowledges that the Vendor has entered into this contract on the purchaser's warranty that:
 - (a) The purchasers do not require credit in order to pay for the property; or
 - (b) If the purchasers require credit in order to pay for the property, the purchaser has obtained such credit on reasonable terms prior to the date of this contract or the expiry of the cooling off period of this contract.
14. The parties agree that the only form of requisitions on title that the purchaser shall be entitled to raise pursuant to Clause 5 of this contract shall be in the form of Requisitions on Title annexed. It is further agreed, that if Requisitions on Title are not served in accordance with Clause 5 replies will not be made by the Vendor.
15. The Vendor discloses and the Purchaser acknowledges that the sewer diagram attached to the contract is the only diagram available from the Water Authority. The Purchaser shall not be entitled to make any objection requisition or claim for compensation if the diagram is incomplete or does not show connection to the board sewer.
16. Should it be found that any fences are not erected on the true boundary of the property or that there are give and take fences or that any boundary is not fenced, the Purchaser shall not be entitled to make any objection or requisition or claim for compensation in respect thereof.
17. The Purchaser hereby agrees that they will allow an amount of \$110.00 (incl. GST) on settlement, if the Transfer is not served on the Vendor's licensed Conveyancer within 14 days prior to the agreed settlement date to cover the cost of the Vendors Licensed Conveyancer preparing their own transfer.
18. The parties agree that should the settlement date fall from 23rd December until the second business Monday after New Year's Eve, the parties will amend the settlement date to the next business day. In the event that settlement is required to take place during that time at the purchaser's request, the Purchaser will pay the Vendors conveyancers extra costs of \$770.00 (incl. GST).
19. The parties agree that in the event the completion date is more than 42 days then the Vendor may bring the settlement forward by giving not less than 28 day's notice of a new completion date and the parties agree that this new date shall be the Completion Date.

20. Notwithstanding anything else herein contained the parties agree that completion of this matter is to be via electronic conveyancing PEXA.

Should both the Purchaser's representative and their bank (if any) be a subscriber on PEXA but choose for whatever reason not to transact the completion of the matter via PEXA a fee of \$330.00 will be payable on completion being the estimated additional legal costs of the Vendors conveyancer to complete the matter outside of PEXA. Provided that should either the Purchaser's representative or their bank (if any) not be a subscriber on PEXA the fee of \$330.00 will not be payable.

21. The deposit is to be paid to the vendors conveyancer V J Tait & Associates Trust Account within 1 week of the contract becoming unconditional. To ensure that completion takes place as required whether on PEXA or not the parties agree that the agent is to release the deposit funds (less the agents commission which can be retained in the agents trust account) to the account of V J Tait & Associates Trust Account as deposit holder. Such release of deposit to be made within one week of the contract becoming unconditional. This is an essential term of the contract.
22. The Purchaser warrants that the Purchaser is entitled to purchase the subject property in Australia and if necessary has obtained all required approvals including inter alia, approval from the Foreign Investment Review Board and will provide evidence to the Vendor.

It is an essential term of this Contract that the Purchaser has the right of residence in Australia either by virtue of Australian Citizenship or by grant of Permanent Residence.

Should it be established prior to completion that no such rights exist the Vendor may by notice in writing to the solicitors for the Purchasers terminate this contract for breach of this essential term and may sue the Purchaser for damages for loss of the Contract and any other damages flowing from the breach.

It is hereby expressly agreed that the Purchaser indemnifies the Vendor against any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of such breach.

This contract is not subject to or conditional upon FIRB approval.

This clause shall not merge on completion.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Michael James Neaylon
Purchaser:
Property: 50/42-46 Wattle Road, Brookvale
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 55/SP74535

SEARCH DATE	TIME	EDITION NO	DATE
14/8/2019	3:53 PM	6	24/9/2018

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

LAND

LOT 55 IN STRATA PLAN 74535
AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

MICHAEL JAMES NEAYLON (T AK717190)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP72321
- 2 AK717191 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 14/08/2019 15:53:13

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



D.P. 812478

Reduction Ratio 1: 300

Garth A. Cook
Registered Surveyor
SURVEYOR'S REFERENCE: 38381-SP2

General Manager/Authorised Person

SP74535

SCHEDULE OF UNIT ENTITLEMENTS

LOT No	UNIT ENTITLEMENTS	LOT No	UNIT ENTITLEMENTS
42	397	69	117
43	84	70	113
44	78	71	89
45	99	72	73
46	99	73	70
47	89	74	92
48	89	75	57
49	89	76	3
50	105	77	3
51	106	78	3
52	137 140	79	3
53	153	80	3
54	156	81	3
55	89	82	3
56	73	83	3
57	70	84	3
58	92	85	3
59	45	86	3
60	155	87	3
61	155	88	3
62	155	89	3
63	151	90	3
64	154	91	3
65	178	92	3
66	120		
67	117		
68	117		
		TOTAL	4014 4017

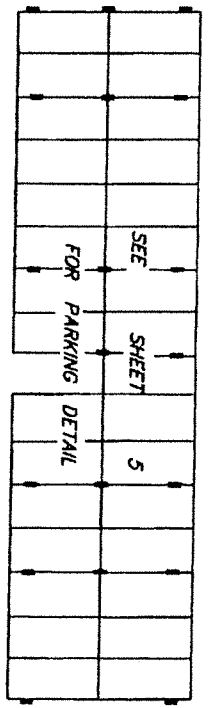
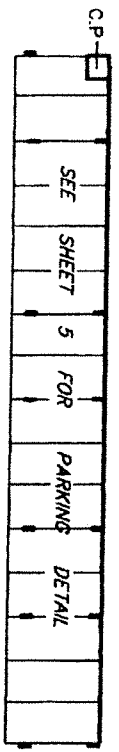
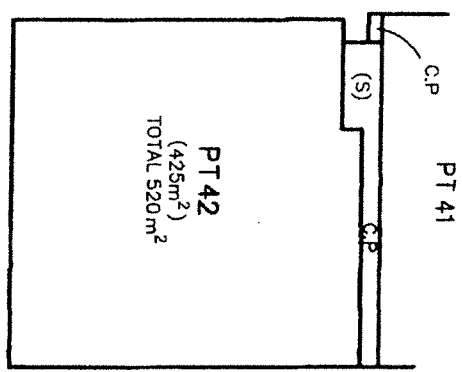
Reduction Ratio 1:

lengths are in metres

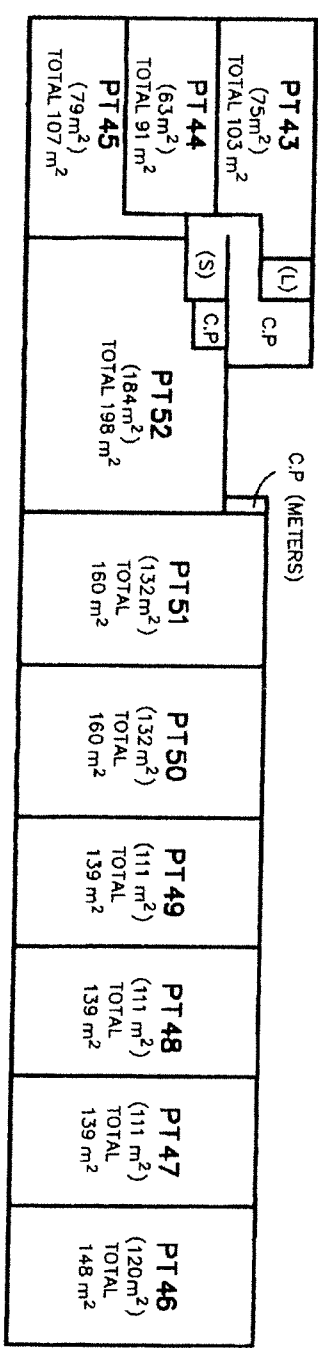
Registered Surveyor *Geoffrey A Gnd*
 General Manager/Authorised Person *C. E. Leung*
 SURVEYOR'S REFERENCE: 38381-SP2

AMENDED AT LPI BY SURVEYOR 13.4.05

SP74535



ENTRY



GROUND LEVEL

ALL AREAS ARE APPROXIMATE ONLY
 C.P. - DENOTES COMMON PROPERTY
 (L) DENOTES LIFT (COMMON PROPERTY)
 (S) DENOTES STAIRS (COMMON PROPERTY)

Reduction Ratio 1: 300

lengths are in metres

Registered Surveyor

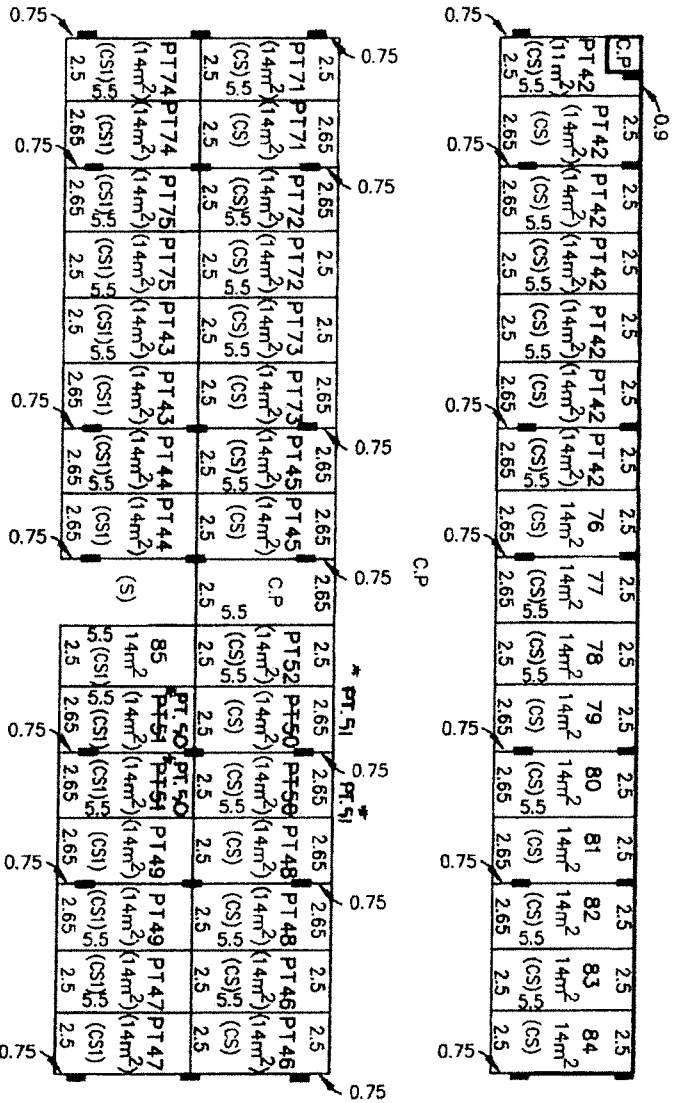
General Manager/Authorised Person

SP2

WARNING CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 5 of 7 Sheets

SP74535

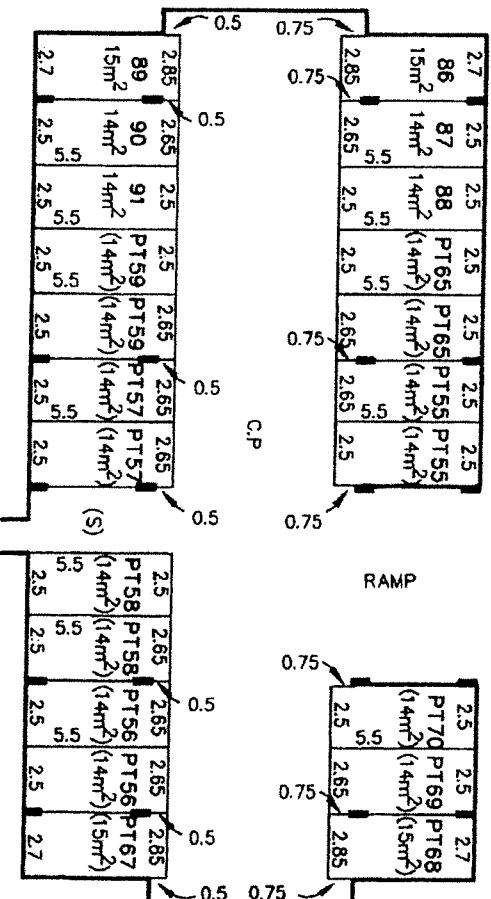


GROUND LEVEL (CARPARKING)

NOTE: ALL LOTS AND PART LOTS AT MID-LEVEL ARE CARSPACES (CS)

- DENOTES CORNER OF COLUMN
- DENOTES CENTRE OF COLUMN
- DENOTES CENTRE OF COLUMN
- DENOTES CORNER OF WALL

ALL AREAS ARE APPROXIMATE ONLY
C.P. DENOTES COMMON PROPERTY
(S) DENOTES STAIRS (COMMON PROPERTY)
(CS) DENOTES COVERED CARSPACE
(CS1) DENOTES CARSPACE LIMITED IN HEIGHT TO 3 ABOVE THE CONCRETE FLOOR THEREOF



MID LEVEL (CARPARKING)

Reduction Ratio 1: 200

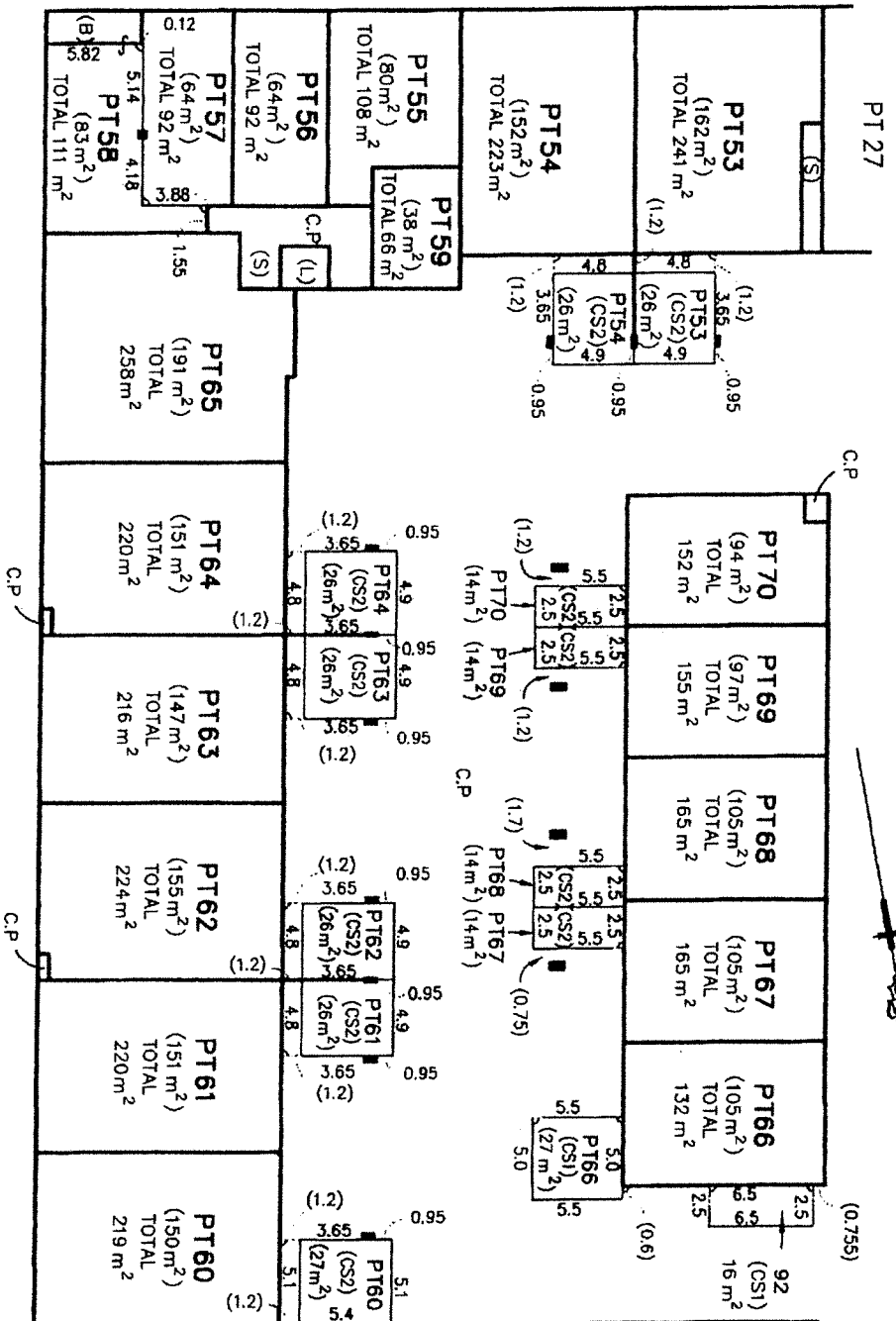
lengths are in metres

Registered Surveyor
SURVEYOR'S REFERENCE: 38381-SP2
General Manager/Authorised Person

ALL AREAS ARE APPROXIMATE ONLY AND INCLUDE BALCONY WHERE SHOWN
C.P. - DENOTES COMMON PROPERTY
(B) DENOTES COVERED BALCONY
(L) DENOTES LIFT (COMMON PROPERTY)
(S) DENOTES STAIRS (COMMON PROPERTY)
(CS1) DENOTES CARSPACE LIMITED IN HEIGHT TO 3 ABOVE THE CONCRETE FLOOR THEREOF
(CS2) DENOTES CARSPACE LIMITED IN HEIGHT TO 3 ABOVE THE CONCRETE FLOOR THEREOF EXCEPT WHERE COVERED

90 DEGREES
CENTRE OF COLUMN

LEVEL 1



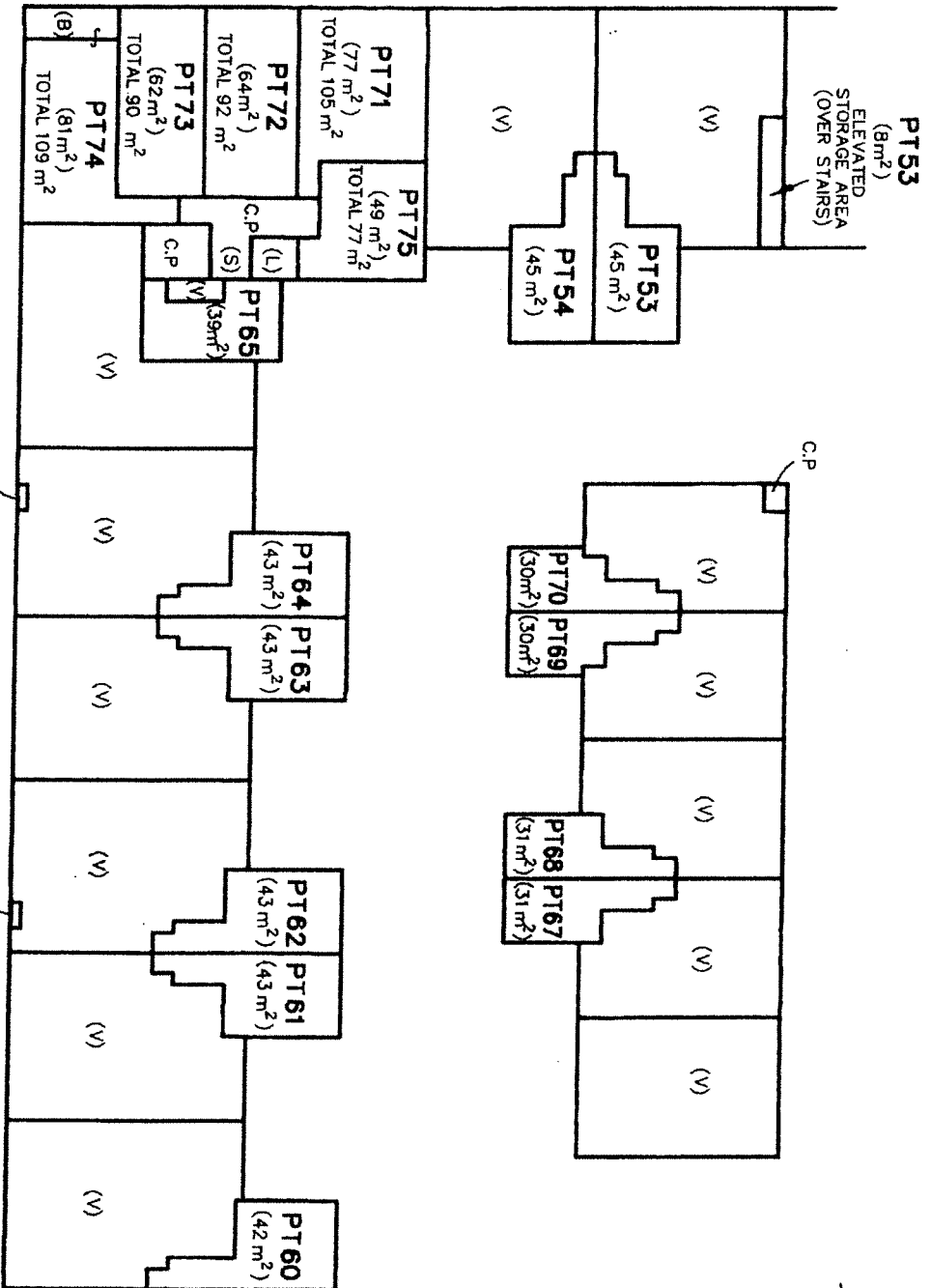
SP74535

Reduction Ratio 1: 300

lengths are in metres

Registered Surveyor
General Manager/Authorised Person

SP74535



ALL AREAS ARE APPROXIMATE ONLY AND INCLUDE BALCONY WHERE SHOWN
 C.P - DENOTES COMMON PROPERTY
 (B) DENOTES COVERED BALCONY
 (L) DENOTES LIFT (COMMON PROPERTY)
 (S) DENOTES STAIRS (COMMON PROPERTY)
 (V) DENOTES VOID - AREA INCLUDED AT LEVEL 1 BELOW

Reduction Ratio 1: 300

lengths are in metres

Registered Surveyor *Cuth A Gyl*
 SURVEYOR'S REFERENCE: 38381-SP2
 General Manager/Authorised Person *Cuth*

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP72321

SEARCH DATE	TIME	EDITION NO	DATE
14/8/2019	3:53 PM	7	7/2/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 72321
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP72321

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 72321
ADDRESS FOR SERVICE OF DOCUMENTS:
42-48 WATTLE STREET
BROOKVALE
NSW 2100

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOT 1
- 3 F497422 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 F576513 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 5 G354564 EASEMENT FOR DRAINAGE 3.05 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1065700 EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES 6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1065700 EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 SP72321 RESTRICTION(S) ON THE USE OF LAND
- 9 SP72321 POSITIVE COVENANT
- 10 AM980473 CONSOLIDATION OF REGISTERED BY-LAWS
- 11 AM980473 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP72321

PAGE 2

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

STRATA PLAN 72321

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 72321							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 -	SP74535	2 -	221	3 -	259	4 -	229
5 -	104	6 -	104	7 -	190	8 -	106
9 -	177	10 -	168	11 -	60	12 -	200
13 -	172	14 -	153	15 -	153	16 -	149
17 -	162	18 -	141	19 -	78	20 -	145
21 -	90	22 -	87	23 -	35	24 -	163
25 -	162	26 -	172	27 -	174	28 -	138
29 -	137	30 -	137	31 -	137	32 -	138
33 -	109	34 -	145	35 -	90	36 -	87
37 -	128	38 -	221	39 -	229	40 -	170
41 -	SP76933						

STRATA PLAN 74535

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
42 -	397	43 -	84	44 -	78	45 -	99
46 -	99	47 -	89	48 -	89	49 -	89
50 -	105	51 -	106	52 -	140	53 -	153
54 -	156	55 -	89	56 -	73	57 -	70
58 -	92	59 -	45	60 -	155	61 -	155
62 -	155	63 -	151	64 -	154	65 -	178
66 -	120	67 -	117	68 -	117	69 -	117
70 -	113	71 -	89	72 -	73	73 -	70
74 -	92	75 -	57	76 -	SP76933	77 -	SP76933
78 -	SP76933	79 -	3	80 -	3	81 -	3
82 -	3	83 -	3	84 -	3	85 -	3
86 -	3	87 -	3	88 -	3	89 -	3
90 -	3	91 -	3	92 -	3		

STRATA PLAN 76933

LOT	ENT
93 -	272

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

6818

PRINTED ON 14/8/2019

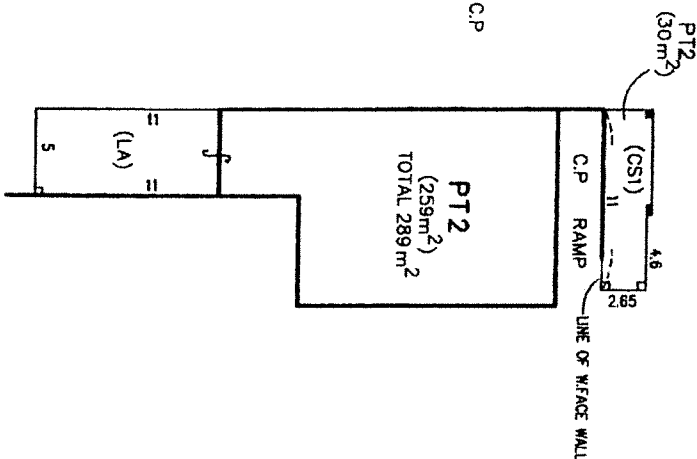
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

SP72321



General Manager/Authorised Person

lengths are in metres



GROUND LEVEL

ALL AREAS ARE APPROXIMATE ONLY AND INCLUDE TERRACE WHERE SHOWN
(T) DENOTES TERRACE LIMITED IN HEIGHT TO 3 ABOVE THE CONCRETE FLOOR THEREOF

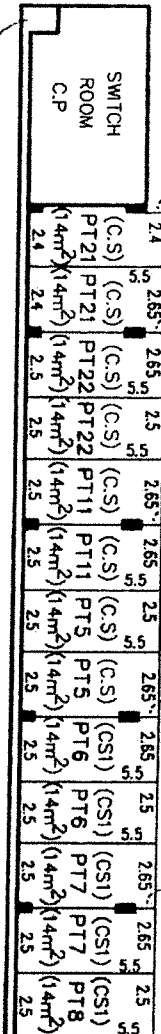
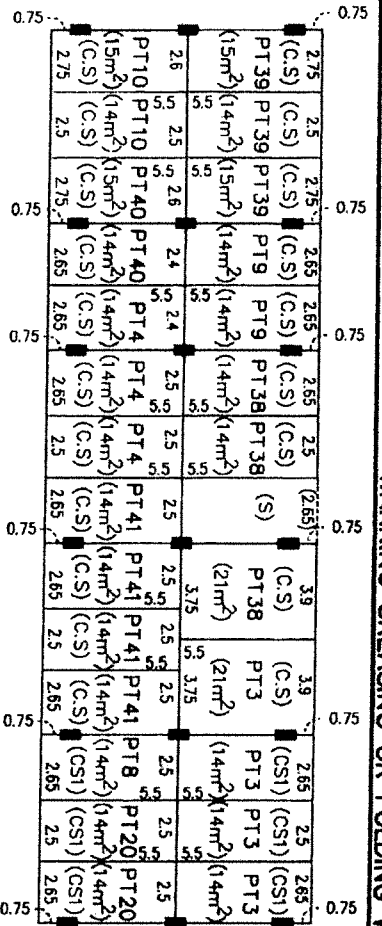
Reduction Ratio 1: 300

lengths are in metres

Registered Surveyor
SURVEYOR'S REFERENCE: 38381-SP1

General Manager/Authorised Person

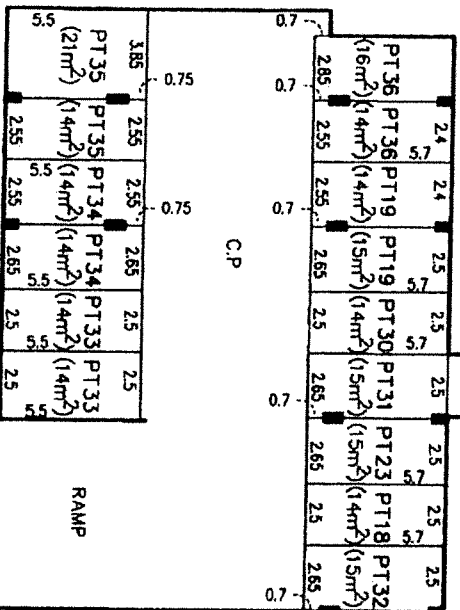
A. Caporaso



GROUND LEVEL(CARPARKING)

NOTE: ALL PART LOTS AT MID-LEVEL ARE CARSPACES (C.S)

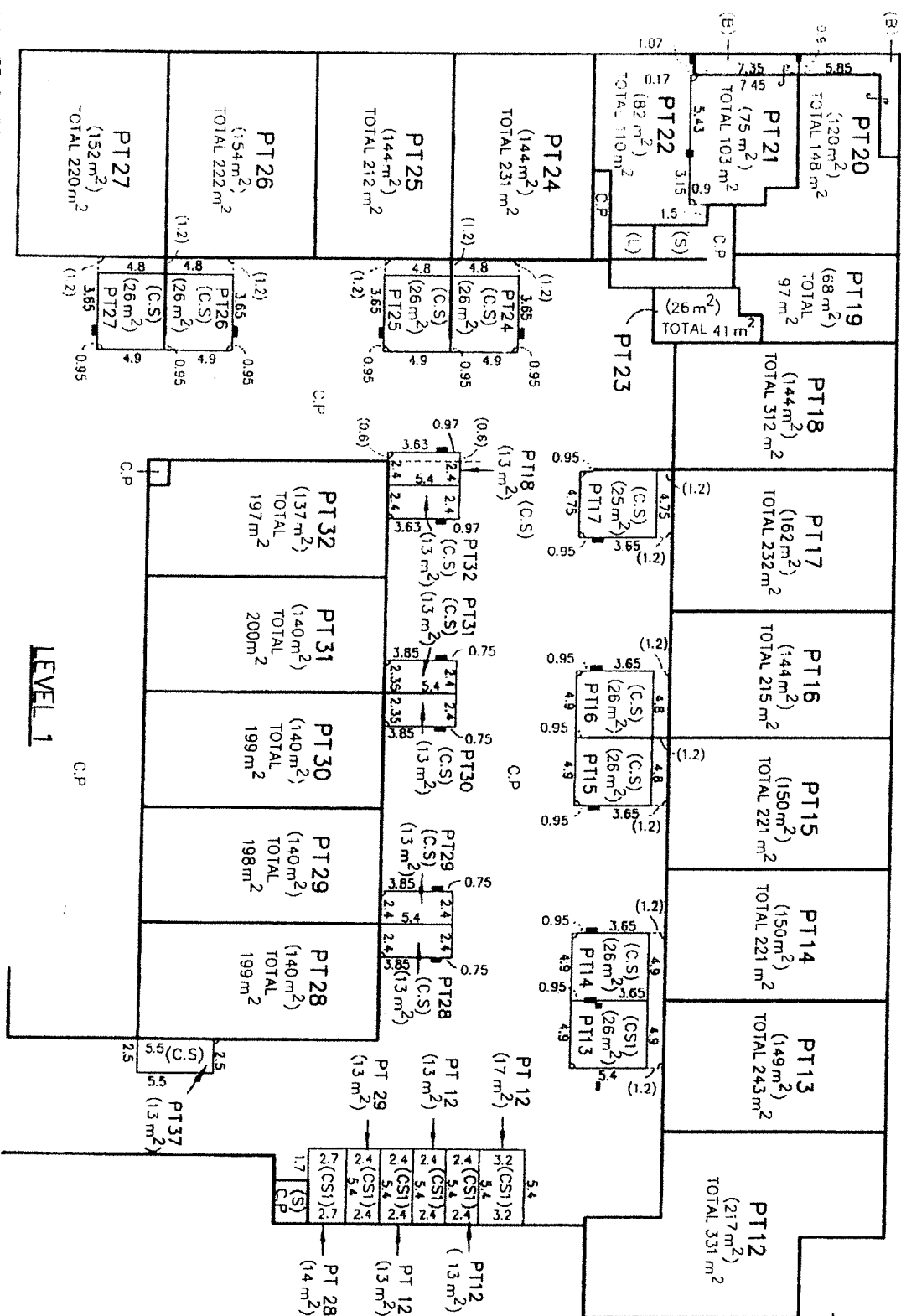
- DENOTES CENTRE OF COLUMN
- DENOTES CENTRE OF COLUMN
- ALL AREAS ARE APPROXIMATE ONLY
- C.P DENOTES COMMON PROPERTY
- (S) DENOTES STAIRS (COMMON PROPERTY)
- (C.S) DENOTES COVERED CARSPACE
- (CS1) DENOTES CARSPACE LIMITED IN HEIGHT TO 3 ABOVE THE CONCRETE FLOOR THEREOF



MID LEVEL(CARPARKING)

Reduction Ratio 1: 200

lengths are in metres



ALL AREAS ARE APPROXIMATE ONLY AND INCLUDE BALCONIES WHERE SHOWN
C.P. - DENOTES COMMON PROPERTY

(3) DENOTES COVERED BALCONY

(1) DENOTES LIFT (COMMON PROPERTY)

(S) DENOTES STAIRS (COMMON PROPERTY)

(C.S) DENOTES COVERED CARSPACE

(CS1) DENOTES CARSPACE LIMITED IN HEIGHT TO 3 ABOVE THE CONCRETE FLOOR THEREOF

h DENOTES 90 DEGREES

DENOTES CENTRE OF COLUMN

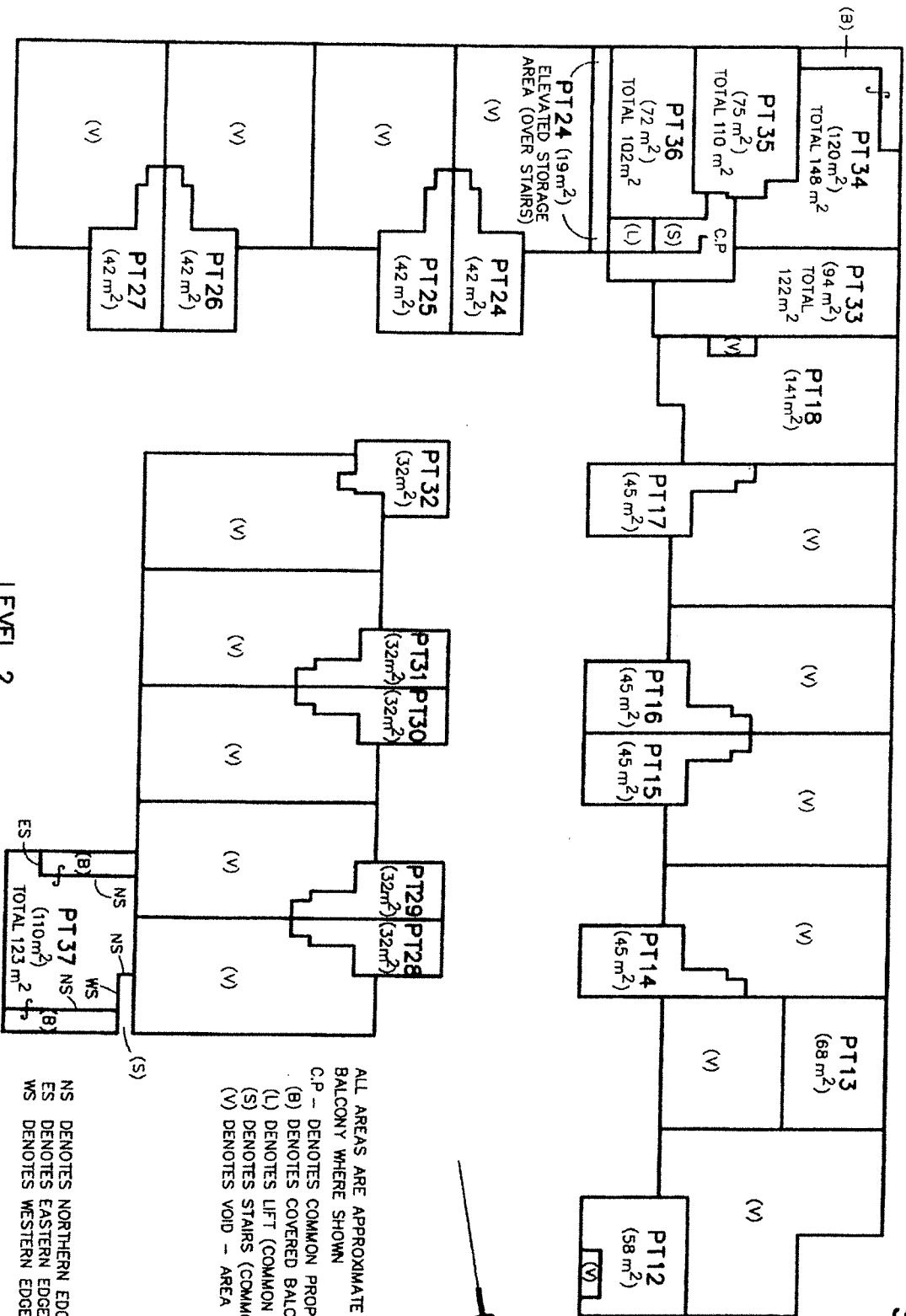
DENOTES FACE OF COLUMN

Reduction Ratio 1: 300

lengths are in metres

Registered Surveyor
SURVEYOR'S REFERENCE: 38381-SP1

General Manager/Authorised Person



LEVEL 2

Reduction Ratio 1: 300

lengths are in metres

Registered Surveyor
SURVEYOR'S REFERENCE: 38361-SP1

General Manager/Authorised Person
A. Gionna

ALL AREAS ARE APPROXIMATE ONLY AND INCLUDE BALCONY WHERE SHOWN
C.P - DENOTES COMMON PROPERTY
(B) DENOTES COVERED BALCONY
(L) DENOTES LIFT (COMMON PROPERTY)
(S) DENOTES STAIRS (COMMON PROPERTY)
(V) DENOTES VOID - AREA INCLUDED AT LEVEL 1 BELOW

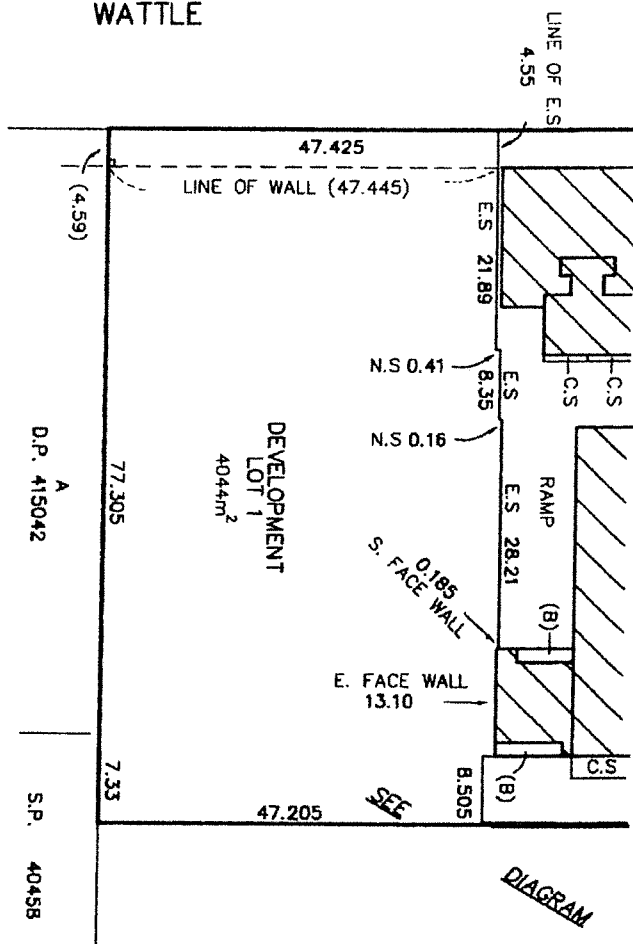
FLOOR PLAN - DEVELOPMENT LOT 1

SP72321

ROAD

STAGE 1

WATTLE



D.P. 812478

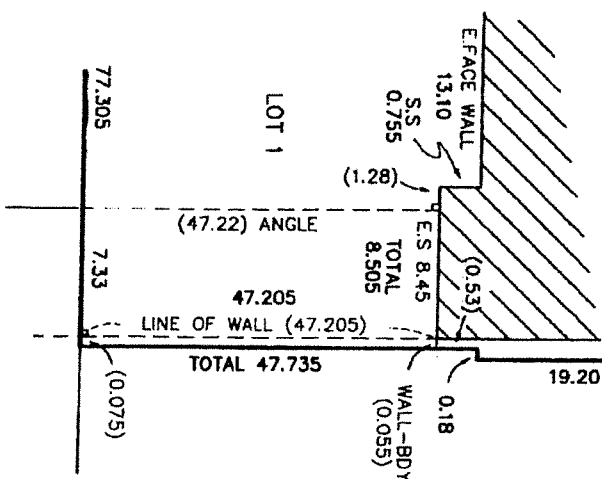
D.P. 415042 S.P. 40458

DEVELOPMENT LOT 1
4044m²

N.S. DENOTES NORTH FACE OF L1 SLAB
 S.S. DENOTES SOUTH FACE OF L1 SLAB
 E.S. DENOTES EAST FACE OF L1 SLAB
 D. DENOTES 90 DEGREES

C.S. - DENOTES CARSPACE
 (B) - DENOTES BALCONY

DEVELOPMENT LOT 1 IS LIMITED IN HEIGHT AND DEPTH FROM 30 ABOVE
 TO 6 BELOW THE HORIZONTAL PLANE OF THE UPPER SURFACE OF THE
 CONCRETE FLOOR OF LOT 41



DIAGRAM

N.T.S.

Reduction Ratio 1: 600

lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: 38381-SP1
 General Manager/Authorised Person

SP72321

Page 1 of 8

Approved Form 15

S. 28C(1) (F) / S. 43(1) (L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Strata Development Contract - Strata Plan No. 66106

Warning

This contract contains details of a strata scheme, which is proposed to be developed in Two (2) stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with Section 28QAA of the Strata Schemes (Freehold Development) Act, 1973.

The proposed development might be varied but only in accordance with Section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the owners corporation, or of the executive committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See Sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

Description of Development

1. Description of Land

Lot 10 D.P.1065700

2. Description of any land proposed to be added to the Scheme

Nil

SP72321

Page 2 of 8

3. Description of Development Lot or Lots

Lot 1 in the Strata Plan registered with this Development Contract.

4. Covenants implied in Strata Development Contracts by the Strata Schemes (Freehold Development) Act 1973, Strata Schemes (Leasehold Development) Act 1986

(i) Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "warranted development - proposed development subject to a warranty" in the strata development contract and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

(ii) Permission to carry out warranted development and authorized proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any) and
- such other development as is described and identified as "authorised proposals - proposed development not subject to a warranty" in the contract.

(iii) Owners Corporation expenses

The developer agrees with the owners corporation that the developer will pay the reasonable expenses incurred by the owners corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision

(iv) Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements,

SP72321

Page 3 of 8

landscaping, roadways and paths and

- heights of buildings, other structures and works and the density of development,
- in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

(v) Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract or
- to such other extent as may be specified in the contract.

(vi) Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

(vii) Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "damage" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

(viii) Additional covenants for vertical staged development

There is no vertical staging in this development.

5. **Warranted Development** - proposed development subject to a warranty.
Development that the developer may be compelled to carry out – not applicable.

STAGE 2

(i) Description of Development

Subdividing Development Lot 1 to construct thirty four industrial units, car parking, accessways and ancillary services.

SP72321

Page 4 of 8

(ii) Common Property Amenities

Accessways, lift, stairs, disabled WC, storerooms, landscaping.

(iii) Schedule of Commencement and Completion

Commence March 2004

Completion June 2005

(iv) Schedule of Lots

Lots 42 to 92 inclusive.

(v) Working Hours

Working hours are as specified in DA

(vi) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during Development and Permitted Uses of Common Property and Development Lots during development

Access to and from Stage 2 will, where possible, be via the approved driveway fronting Wattle Road. However, adequate construction access through Stage 1 must be provided. All parking and manoeuvring for vehicles serving the completed Stage 2 will be wholly within Stage 2.

(vii) Landscaping

The landscaping in Stage 2 will be limited to the Wattle Road frontage, and will reflect that done along Wattle Road as part of Stage 1. It will be in accordance with the approved landscape plan.

(viii) Schedule of Materials and Finishes (Completion of this item is optional)

As with Stage 1, all buildings will have walls of precast concrete panels, with glazing to the mezzanine front and sheet metal roofing. See Schedule of Finishes for more details.

(ix) Vertical Staging

There will be no vertical staging in this development.

(x) Contribution to Common Property Expenses

The developer's liability for common property expenses is to be determined by unit entitlement.

(xi) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications

The standard By-Laws will be adopted.

SP72321

Page 5 of 8

6. **Authorised Proposals** - proposed development not subject to a warranty.

Not applicable.

7. **Date of Conclusion of Development Scheme**

30 June 2005

8. **Concept Plan**

Concept plans showing building locations and elevations are attached to the Development Contract.

SIGNATURES, CONSENTS & APPROVALS

EXECUTED by BROOKVALE PROPERTIES)
PTY LTD (ACN 101 821 014) in accordance)
with its Constitution and in the presence of)

B. Weinert
.....
Director

B. Weinert
.....
Secretary

The COMMON SEAL of CARSON RUBBER)
PTY LTD (ACN 000 216 946) was hereunto)
affixed by the authority of the Directors)
in the presence of:)



B. Weinert
.....
Director

B. Weinert
.....
Secretary

SIGNATURES AND SEALS OF SUNCORP-METWAY LTD

SUNCORP-METWAY Ltd. A.C.N.
010 831 722 BY ITS ATTORNEY

MARIO MATOSO CALEITE

WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

[Signature]
.....
WITNESS
Level 2
SB HHS
Sydney

Laraine Bell
Settlements Officer
PROPERTY FINANCE NSW

SP72321

Page 6 of 8

Certificate of Approval

It is certified:

(a) that the consent authority has consented to the development described in

Development Application No 2002/1871 and

(b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:

(i) any condition subject to which the consent was granted; or

(ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent: (fill in if applicable)

Date: 22/4/04

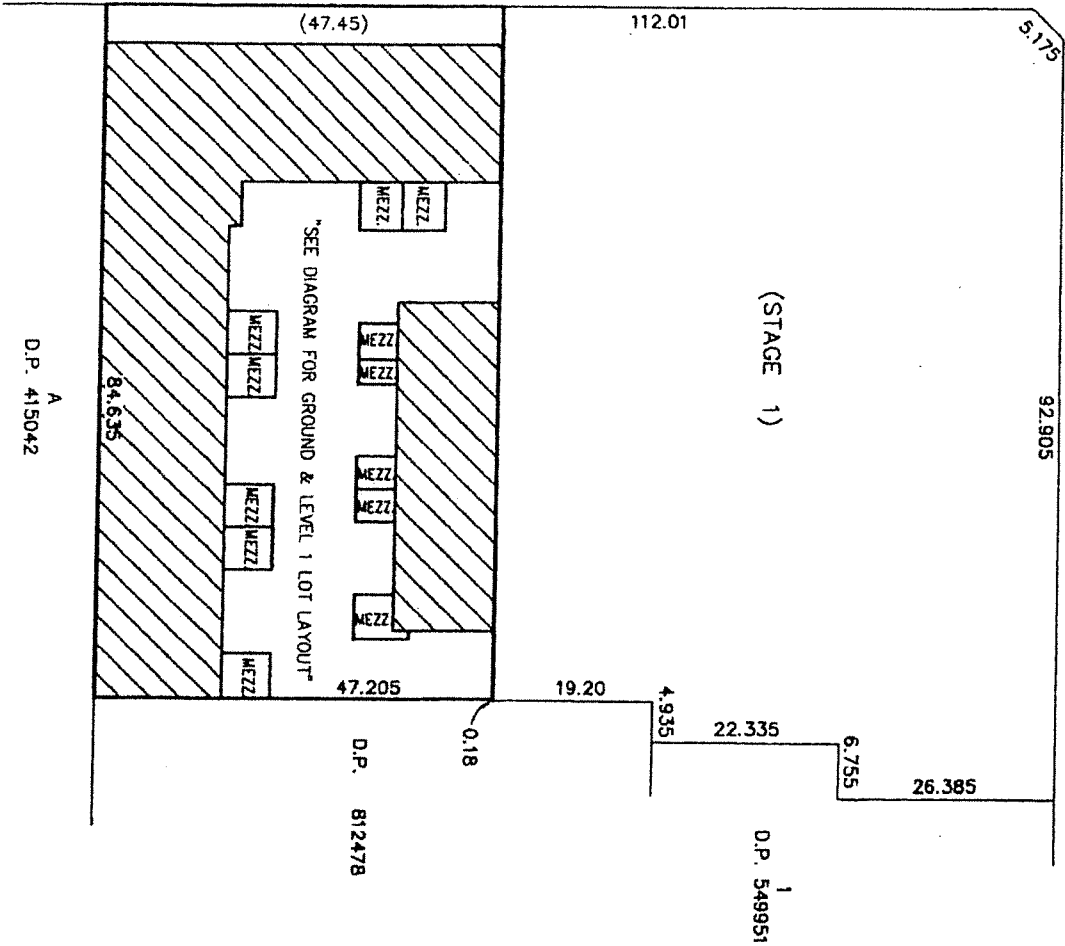
Execution of consent authority A. Cehouss





MITCHELL

ROAD



Strata Development Contract
CONCEPT PLAN
 Plan of Development
 OF LOT 1 IN S.P.
 Nos. 42-48 WATTLE ST, BROOKVALE.
 PROPOSED LOTS 42-70

SP72321

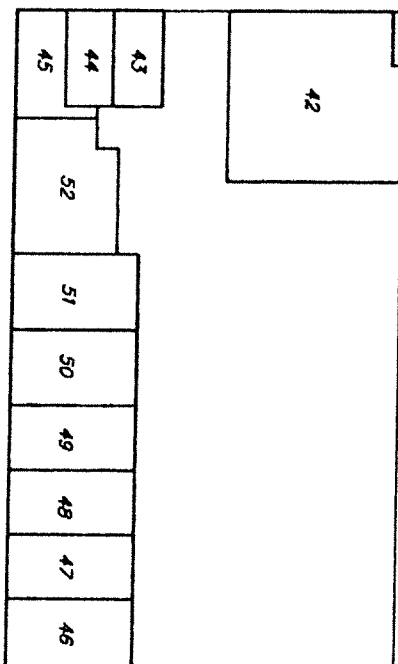
Consented to:

Application No:

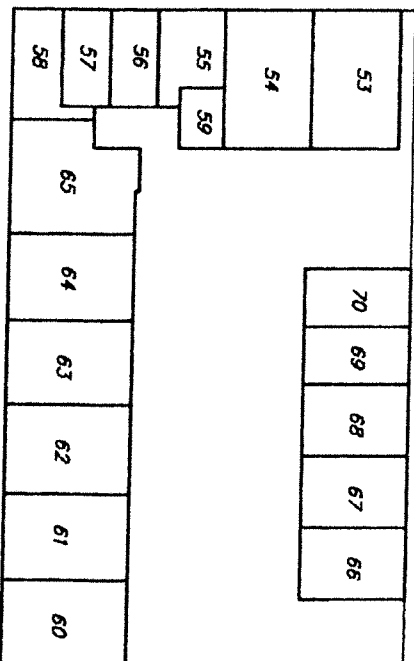
Registered
Date

12.5.2004

GROUND LEVEL



LEVEL 1



Reduction Ratio 1:600

lengths are in metres

Strata Development Contract
CONCEPT PLAN
 Plan of Development
 OF LOT 1 IN S.P.
 Nos. 42-48 WATTLE ST, BROOKVALE.
 PROPOSED LOTS 37-65

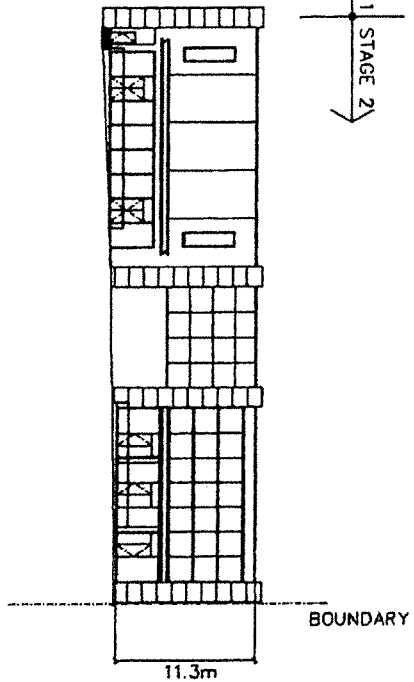
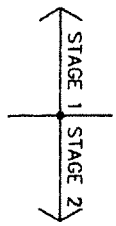
SP72321

Consented to:

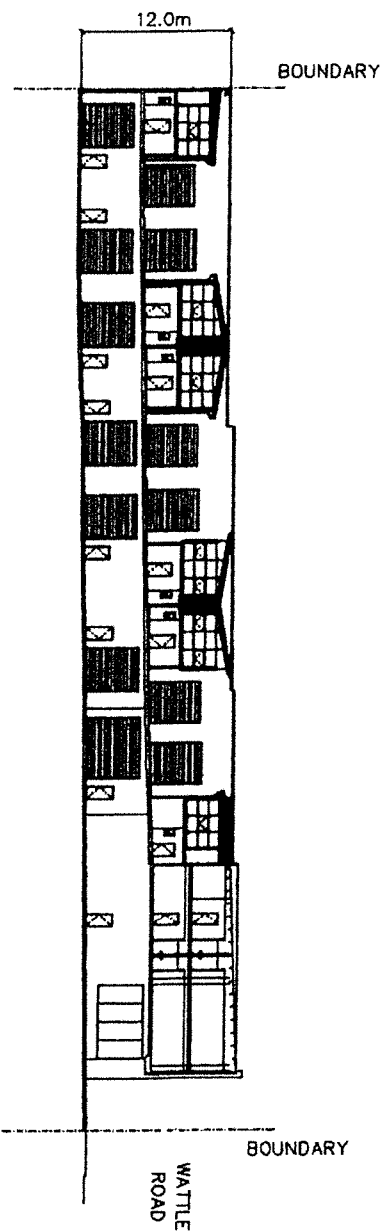
Application No:

Registered
 Date

12.5.2004



SOUTH ELEVATION (STAGE 2)



WESTERN SECTION (STAGE 2)

Reduction Ratio 1: 400

lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: 38381-SP1

General Manager/Authorised Person
 A. Colonna

**INSTRUMENT SETTING OUT THE TERMS EASEMENTS
AND RESTRICTION ON THE USE OF THE LAND TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3)
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973**

SP72321

Plan: Strata Plan of Subdivision of
Lot 10 in D.P.1065700
Covered by Council Certificate
No. 1870/2004 dated 22.4.2004

(Sheet 1 of 5 Sheets)

PART 1

Full names and addresses of
Registered Proprietors of the land:

Brookvale Properties Pty Ltd
ACN 101 821 014
88 Pitt Street, SYDNEY 2000

Carson Rubber Pty Ltd
ACN 000 216 946
45-46 Wattle Rd, BROOKVALE 2100

Full name and address of
Mortgagee of the land:

Suncorp-Metway Ltd
ACN 010 831 722
56 Pitt Street, SYDNEY 2000

1. Identity of Restriction firstly
referred to in the abovementioned Plan:

Restriction on Use

Schedule Of Lots affected

Lots Burdened

Authority Benefited

Common Property S.P.

Warringah Council

2. Identity of Positive Covenant secondly
referred to in the abovementioned Plan:

Positive Covenant

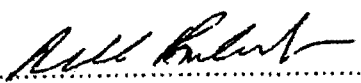
Schedule Of Lots affected

Lots Burdened

Authority Benefited

Common Property S.P.

Warringah Council


.....
Authorised Person, Warringah Council

**INSTRUMENT SETTING OUT THE TERMS EASEMENTS
AND RESTRICTION ON THE USE OF THE LAND TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3)
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Plan: Strata Plan of Subdivision of
Lot 10 in D.P.1065700
Covered by Council Certificate
No. dated

SP72321

(Sheet 2 of 5 Sheets)

PART 2

**TERMS OF RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

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

The registered proprietors covenant with the Warringah Council (Council) that they will not:

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

For the purposes of this covenant:

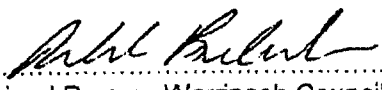
Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No. including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

**TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE ABOVEMENTIONED
PLAN**

The registered proprietors covenant with Warringah Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

- I. The registered proprietors will:
 - (i) keep the structure and works clean and free from silt, rubbish, and debris


.....
Authorised Person, Warringah Council

**INSTRUMENT SETTING OUT THE TERMS EASEMENTS
AND RESTRICTION ON THE USE OF THE LAND TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3)
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973**

Plan: Strata Plan of Subdivision of
Lot 10 in D.P. 1065700
Covered by Council Certificate
No. dated

SP72321

(Sheet 3 of 5 Sheets)

- (ii) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- III. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent Section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.
- IV. Pursuant to Section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- i. In the event that the registered proprietors fail to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in it's discretion considers reasonable to comply with the said notice referred to in I. hereof.
- ii. The Council may recover from the registered proprietors in a Court of competent jurisdiction:
- (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph I hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
- (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
- V. This covenant shall bind all persons who claim under the registered proprietors as stipulated in Section 88E(5) of the Act.


.....
Authorised Person, Warringah Council

**INSTRUMENT SETTING OUT THE TERMS EASEMENTS
AND RESTRICTION ON THE USE OF THE LAND TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3)
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Plan: Strata Plan of Subdivision of
Lot 10 in D.P.1065700
Covered by Council Certificate
No. dated

SP72321

(Sheet 4 of 5 Sheets)

For the purposes of this covenant:

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

The Act means the Conveyancing Act 1919.

PART 3

The Authority benefited, being Warringah Council, has the right to release, vary or modify the Restriction on Use and Positive Covenant firstly and secondly referred to in the abovementioned plan.

EXECUTED by BROOKVALE PROPERTIES)
PTY LTD (ACN 101 821 014) in accordance)
with its Constitution and in the presence of)

B. Weinert
.....
Director

B. Weinert
.....
Secretary

The COMMON SEAL of CARSON RUBBER)
PTY LTD (ACN 000 216 946) was hereunto)
affixed by the authority of the Directors)
in the presence of:)



B. Weinert
.....
Director

B. Weinert
.....
Secretary

[Signature]
.....
Authorised Person, Warringah Council

**INSTRUMENT SETTING OUT THE TERMS EASEMENTS
AND RESTRICTION ON THE USE OF THE LAND TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3)
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973**

Plan: Strata Plan of Subdivision of
Lot 10 in D.P.1065700
Covered by Council Certificate
No. dated

SP72321

(Sheet 5 of 5 Sheets)

SIGNATURES AND SEALS OF SUNCORP-METWAY LTD

SUNCORP-METWAY Ltd. A.C.N.
010 831 722 BY ITS ATTORNEY

MARIO MATOSO CALEITE

WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

Laraine Bell
Settlements Officer
PROPERTY FINANCE NSW

[Signature]
.....
[Signature]
.....
WITNESS
Level 2
516 RH St
Sydney

REGISTERED



12/ 12.5.2004

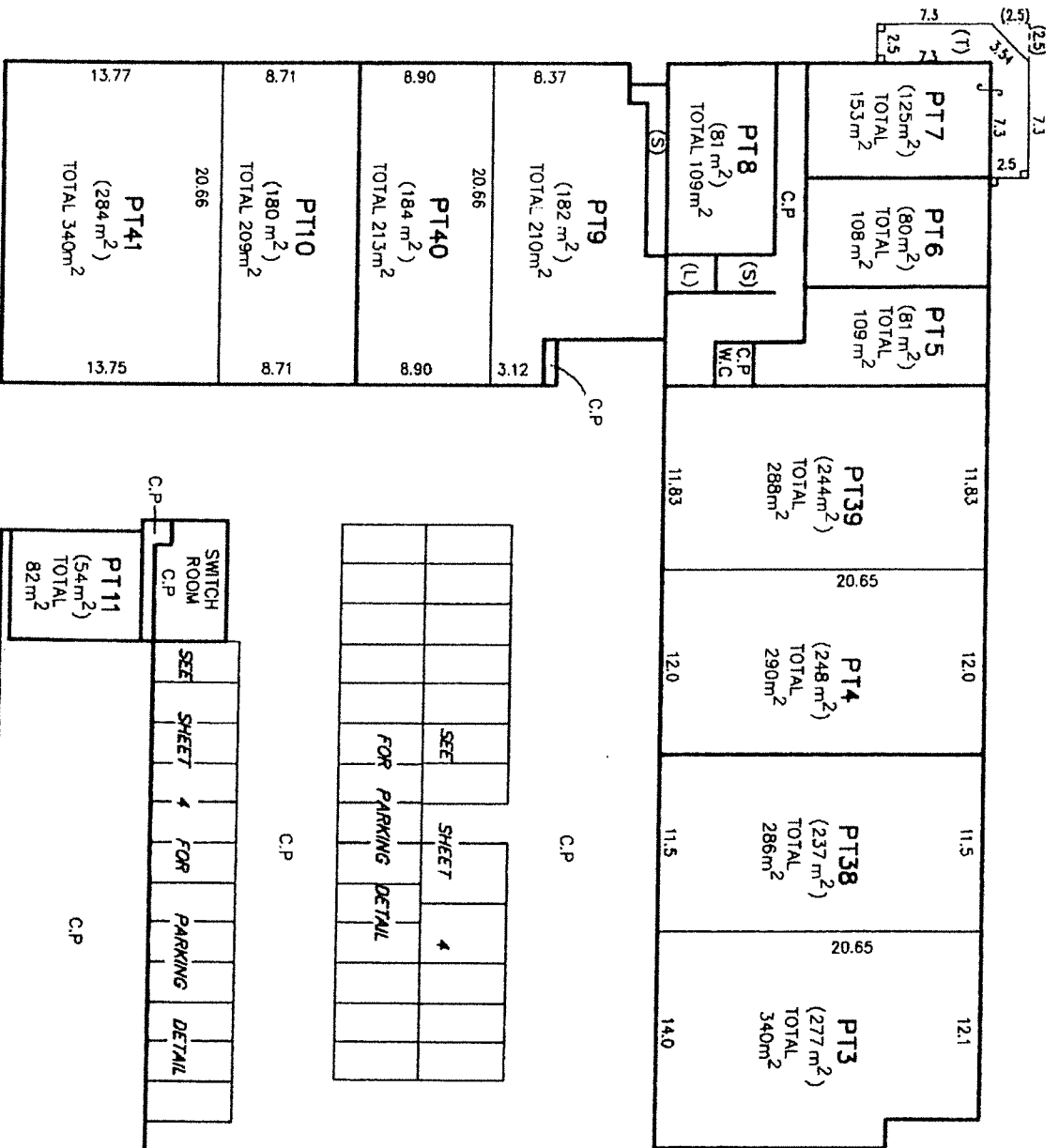
[Signature]
.....
Authorised Person, Warringah Council

SP72321



General Manager/Authorised Person

lengths are in metres



GROUND LEVEL

ALL AREAS ARE APPROXIMATE ONLY AND INCLUDE TERRACE WHERE SHOWN
(T) DENOTES TERRACE LIMITED IN HEIGHT TO 3 ABOVE THE CONCRETE FLOOR THEREOF

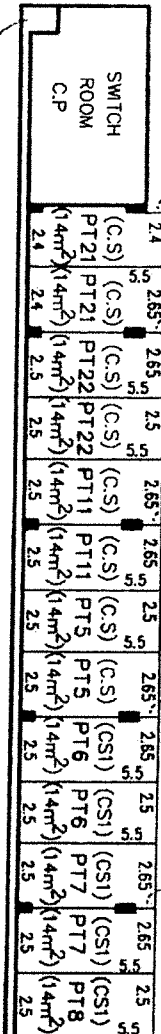
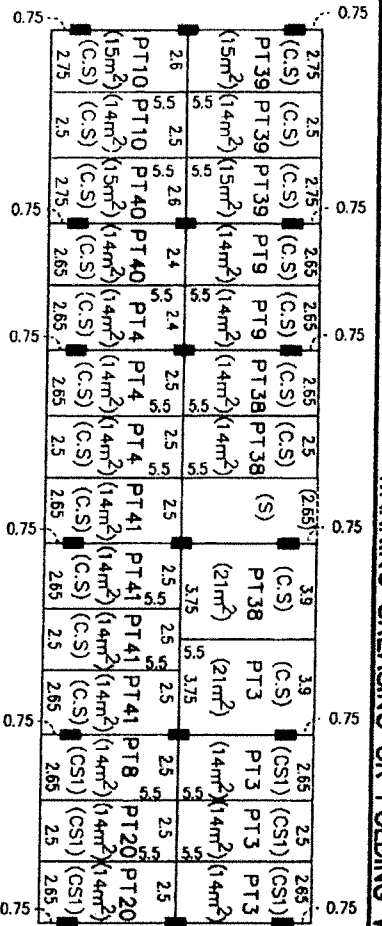
Reduction Ratio 1: 300

lengths are in metres

- C.P. - DENOTES COMMON PROPERTY
- (L) DENOTES LIFT (COMMON PROPERTY)
- (S) DENOTES STAIRS (COMMON PROPERTY)
- L DENOTES 90 DEGREES
- (CSI) DENOTES CARSPACE LIMITED IN HEIGHT TO 3 ABOVE THE CONCRETE FLOOR THEREOF
- (LA) DENOTES LOADING AREA LIMITED IN HEIGHT TO 5 ABOVE THE CONCRETE FLOOR THEREOF

C.P.

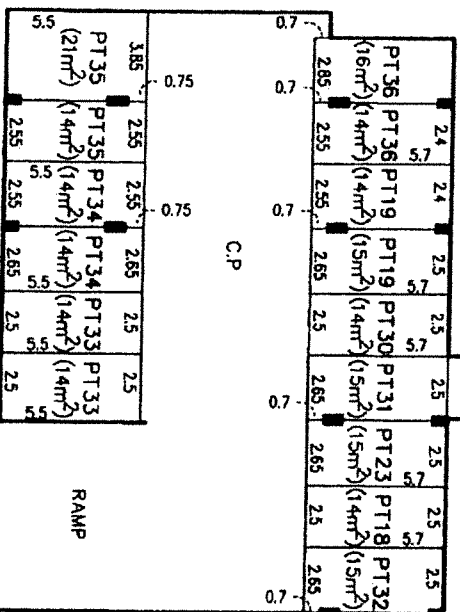
MCA



GROUND LEVEL(CARPARKING)

NOTE: ALL PART LOTS AT MID-LEVEL
ARE CARSPACES (C.S)

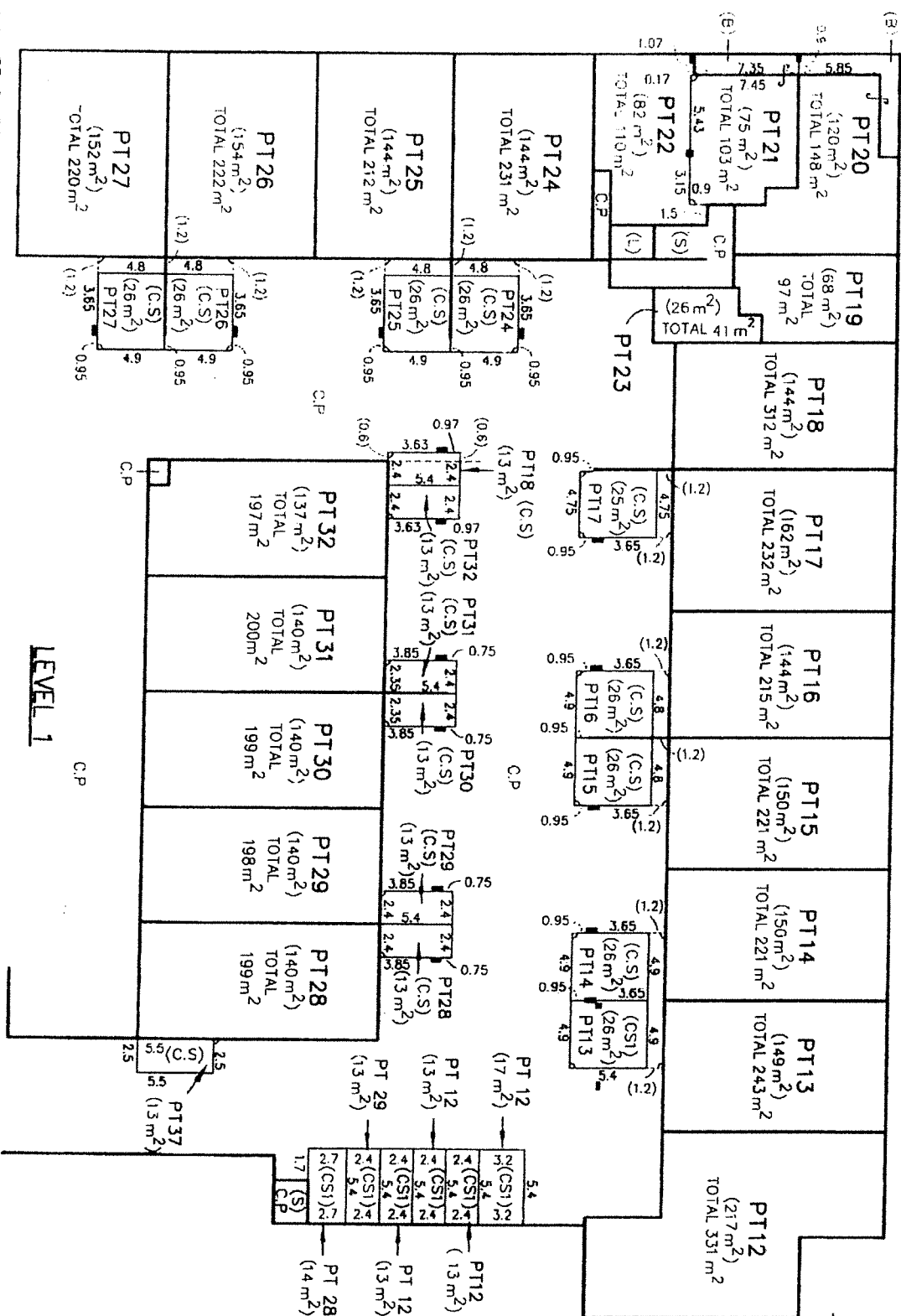
- DENOTES CENTRE OF COLUMN
- DENOTES CENTRE OF COLUMN
- ALL AREAS ARE APPROXIMATE ONLY
- C.P DENOTES COMMON PROPERTY
- (S) DENOTES STAIRS (COMMON PROPERTY)
- (C.S) DENOTES COVERED CARSPACE
- (CS1) DENOTES CARSPACE LIMITED IN HEIGHT TO 3 ABOVE THE CONCRETE FLOOR THEREOF



MID LEVEL(CARPARKING)

Reduction Ratio 1: 200

lengths are in metres



ALL AREAS ARE APPROXIMATE ONLY AND INCLUDE BALCONIES WHERE SHOWN
C.P. - DENOTES COMMON PROPERTY

(3) DENOTES COVERED BALCONY

(L) DENOTES LIFT (COMMON PROPERTY)

(S) DENOTES STAIRS (COMMON PROPERTY)

(C.S.) DENOTES COVERED CARSPACE

(CS:) DENOTES CARSPACE LIMITED IN HEIGHT TO 3 ABOVE THE CONCRETE FLOOR THEREOF

h DENOTES 90 DEGREES

DENOTES CENTRE OF COLUMN

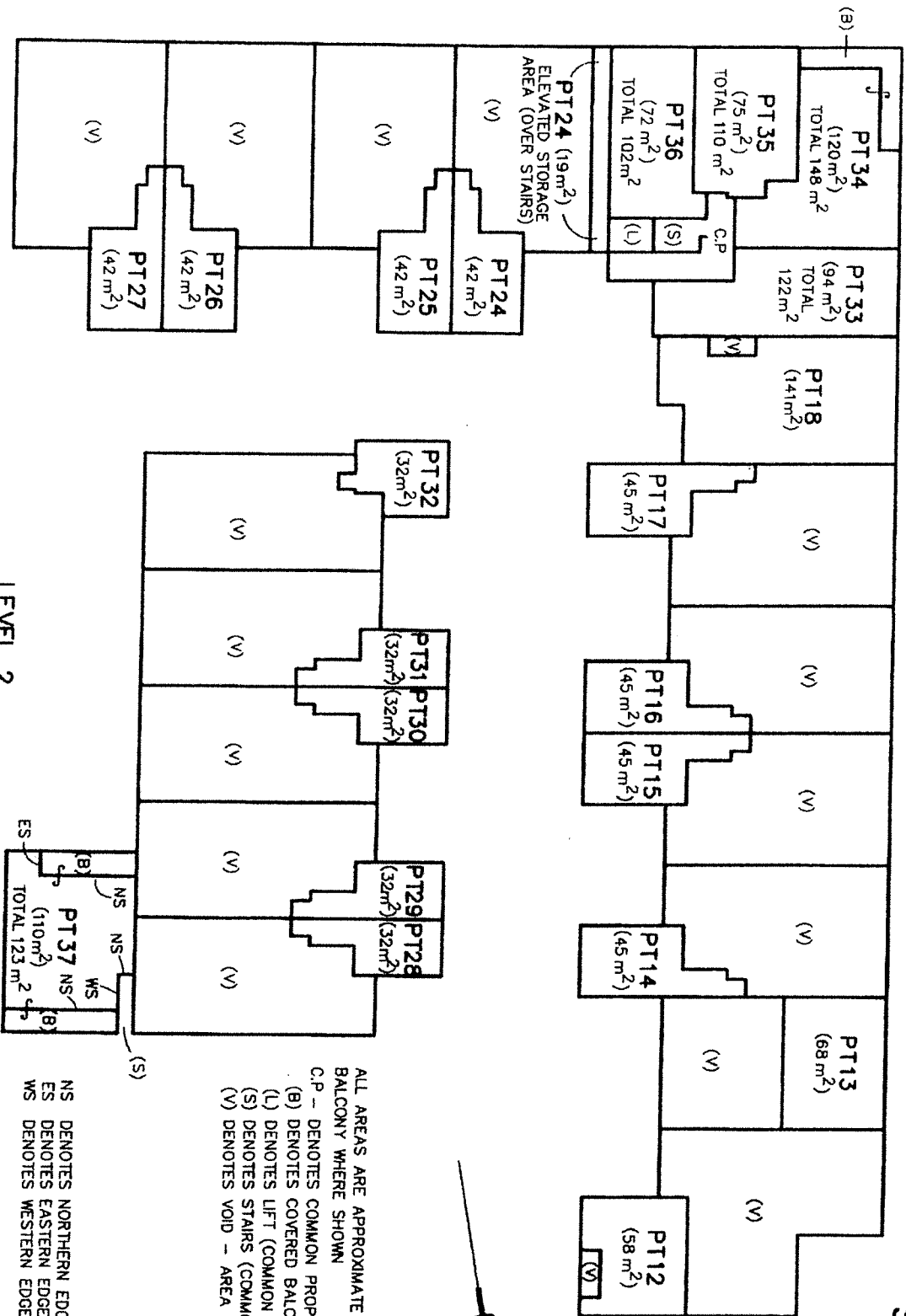
DENOTES FACE OF COLUMN

Reduction Ratio 1: 300

lengths are in metres

Registered Surveyor
SURVEYOR'S REFERENCE: 38381-SP1

General Manager/Authorised Person



LEVEL 2



ALL AREAS ARE APPROXIMATE ONLY AND INCLUDE BALCONY WHERE SHOWN
 C.P - DENOTES COMMON PROPERTY
 (B) DENOTES COVERED BALCONY
 (L) DENOTES LIFT (COMMON PROPERTY)
 (S) DENOTES STAIRS (COMMON PROPERTY)
 (V) DENOTES VOID - AREA INCLUDED AT LEVEL 1 BELOW

NS DENOTES NORTHERN EDGE OF SLAB
 ES DENOTES EASTERN EDGE OF SLAB
 WS DENOTES WESTERN EDGE OF SLAB

Reduction Ratio 1: 300

lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: 38361-SP1
 General Manager/Authorised Person
 A. Gionna

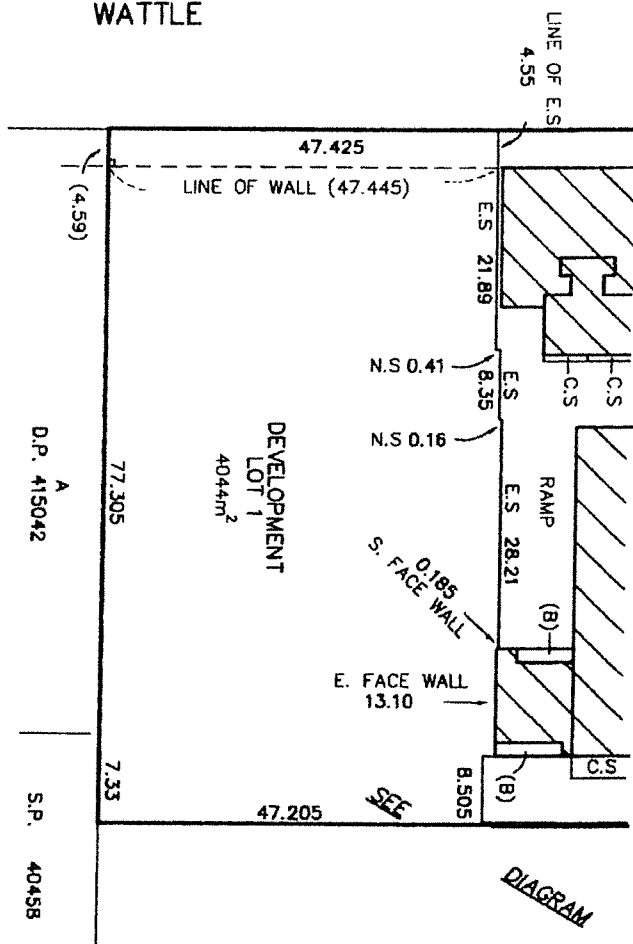
FLOOR PLAN - DEVELOPMENT LOT 1

SP72321

ROAD

STAGE 1

WATTLE



D.P. 812478

N.S. DENOTES NORTH FACE OF L1 SLAB
 S.S. DENOTES SOUTH FACE OF L1 SLAB
 E.S. DENOTES EAST FACE OF L1 SLAB
 (B) DENOTES 90 DEGREES

C.S. - DENOTES CARSPACE
 (B) - DENOTES BALCONY

DEVELOPMENT LOT 1 IS LIMITED IN HEIGHT AND DEPTH FROM 30 ABOVE
 TO 6 BELOW THE HORIZONTAL PLANE OF THE UPPER SURFACE OF THE
 CONCRETE FLOOR OF LOT 41

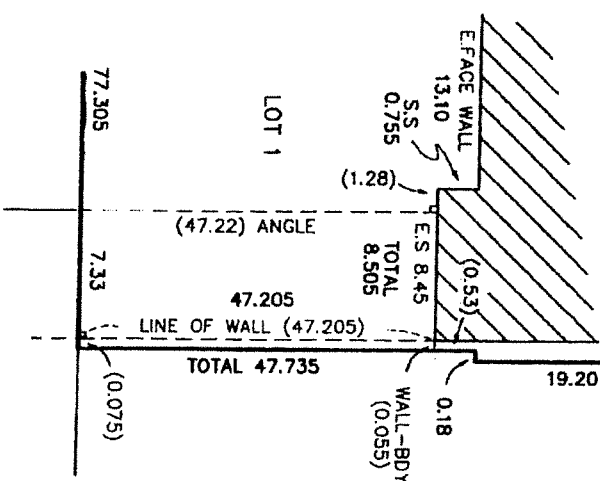


DIAGRAM
 N.T.S.

Reduction Ratio 1: 600

lengths are in metres

Registered Surveyor *A. Caplow*
 General Manager/Authorised Person
 SURVEYOR'S REFERENCE: 38381-SP1

SP72321

Page 1 of 8

Approved Form 15

S. 28C(1) (F) / S. 43(1) (L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Strata Development Contract - Strata Plan No. 66106

Warning

This contract contains details of a strata scheme, which is proposed to be developed in Two (2) stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with Section 28QAA of the Strata Schemes (Freehold Development) Act, 1973.

The proposed development might be varied but only in accordance with Section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the owners corporation, or of the executive committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See Sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

Description of Development

1. Description of Land

Lot 10 D.P.1065700

2. Description of any land proposed to be added to the Scheme

Nil

SP72321

Page 2 of 8

3. Description of Development Lot or Lots

Lot 1 in the Strata Plan registered with this Development Contract.

4. Covenants implied in Strata Development Contracts by the Strata Schemes (Freehold Development) Act 1973, Strata Schemes (Leasehold Development) Act 1986

(i) Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "warranted development - proposed development subject to a warranty" in the strata development contract and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

(ii) Permission to carry out warranted development and authorized proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any) and
- such other development as is described and identified as "authorised proposals - proposed development not subject to a warranty" in the contract.

(iii) Owners Corporation expenses

The developer agrees with the owners corporation that the developer will pay the reasonable expenses incurred by the owners corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision

(iv) Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements,

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Page 3 of 8

landscaping, roadways and paths and

- heights of buildings, other structures and works and the density of development,
- in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

(v) Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract or
- to such other extent as may be specified in the contract.

(vi) Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

(vii) Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "damage" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

(viii) Additional covenants for vertical staged development

There is no vertical staging in this development.

5. **Warranted Development** - proposed development subject to a warranty.
Development that the developer may be compelled to carry out – not applicable.

STAGE 2

(i) Description of Development

Subdividing Development Lot 1 to construct thirty four industrial units, car parking, accessways and ancillary services.

SP72321

Page 4 of 8

(ii) Common Property Amenities

Accessways, lift, stairs, disabled WC, storerooms, landscaping.

(iii) Schedule of Commencement and Completion

Commence March 2004
Completion June 2005

(iv) Schedule of Lots

Lots 42 to 92 inclusive.

(v) Working Hours

Working hours are as specified in DA

(vi) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during Development and Permitted Uses of Common Property and Development Lots during development

Access to and from Stage 2 will, where possible, be via the approved driveway fronting Wattle Road. However, adequate construction access through Stage 1 must be provided. All parking and manoeuvring for vehicles serving the completed Stage 2 will be wholly within Stage 2.

(vii) Landscaping

The landscaping in Stage 2 will be limited to the Wattle Road frontage, and will reflect that done along Wattle Road as part of Stage 1. It will be in accordance with the approved landscape plan.

(viii) Schedule of Materials and Finishes (Completion of this item is optional)

As with Stage 1, all buildings will have walls of precast concrete panels, with glazing to the mezzanine front and sheet metal roofing. See Schedule of Finishes for more details.

(ix) Vertical Staging

There will be no vertical staging in this development.

(x) Contribution to Common Property Expenses

The developer's liability for common property expenses is to be determined by unit entitlement.

(xi) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications

The standard By-Laws will be adopted.

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Page 5 of 8

6. **Authorised Proposals** - proposed development not subject to a warranty.

Not applicable.

7. **Date of Conclusion of Development Scheme**

30 June 2005

8. **Concept Plan**

Concept plans showing building locations and elevations are attached to the Development Contract.

SIGNATURES, CONSENTS & APPROVALS

EXECUTED by BROOKVALE PROPERTIES)
PTY LTD (ACN 101 821 014) in accordance)
with its Constitution and in the presence of)

B. Weinert
.....
Director

B. Weinert
.....
Secretary

The COMMON SEAL of CARSON RUBBER)
PTY LTD (ACN 000 216 946) was hereunto)
affixed by the authority of the Directors)
in the presence of:)



B. Weinert
.....
Director

B. Weinert
.....
Secretary

SIGNATURES AND SEALS OF SUNCORP-METWAY LTD

SUNCORP-METWAY Ltd. A.C.N.
010 831 722 BY ITS ATTORNEY

MARIO MATOSO CALEITE

WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

[Signature]
.....
WITNESS
Level 2
SB HHS
Sydney

Laraine Bell
Settlements Officer
PROPERTY FINANCE NSW

SP72321

Page 6 of 8

Certificate of Approval

It is certified:

(a) that the consent authority has consented to the development described in

Development Application No 2002/1871 and

(b) the carrying out of the proposed development described as "warranted
development" and "authorised proposals" in this strata development contract
would not contravene:

(i) any condition subject to which the consent was granted; or

(ii) the provisions of any environmental planning instrument that was in
force when the consent was granted except to the following extent: (fill
in if applicable)

Date: 22/4/04

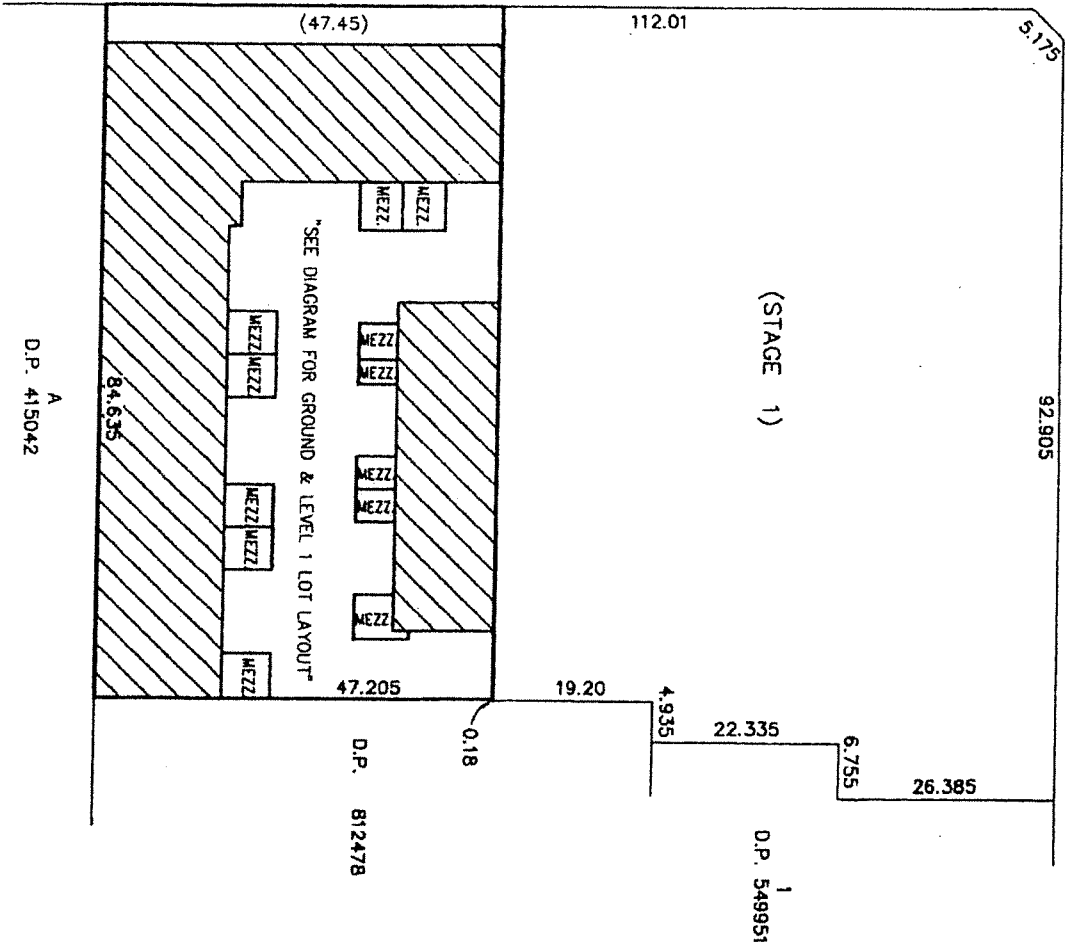
Execution of consent authority A. Cehouss





MITCHELL

ROAD



Strata Development Contract
CONCEPT PLAN
 Plan of Development
 OF LOT 1 IN S.P.
 Nos. 42-48 WATTLE ST, BROOKVALE.
 PROPOSED LOTS 42-70

SP72321

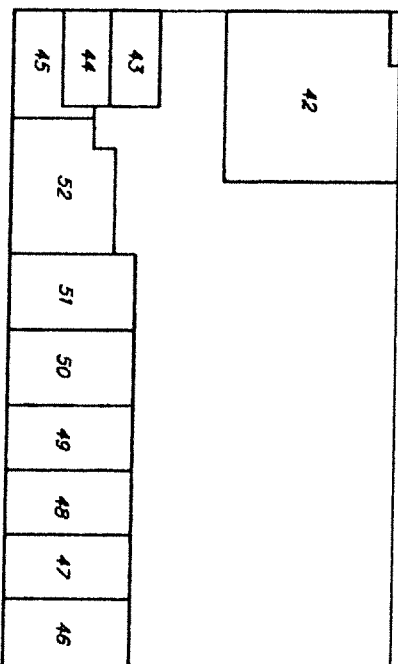
Consented to:

Application No:

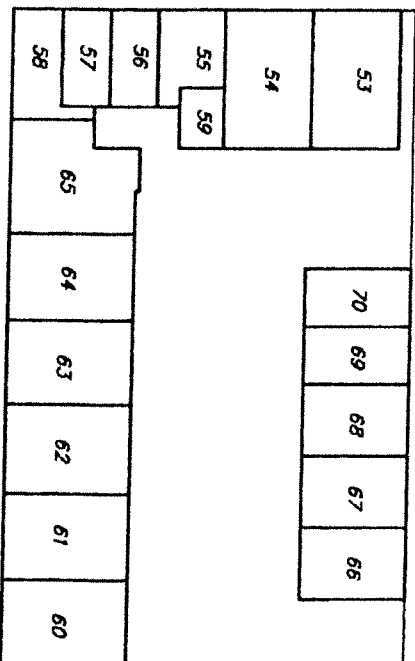
Registered
Date

12.5.2004

GROUND LEVEL



LEVEL 1



Reduction Ratio 1:600

lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: 38361-SP1

General Manager/Authorised Person
 A. Calverley

Strata Development Contract
CONCEPT PLAN
 Plan of Development
 OF LOT 1 IN S.P.
 Nos. 42-48 WATTLE ST, BROOKVALE.
 PROPOSED LOTS 37-65

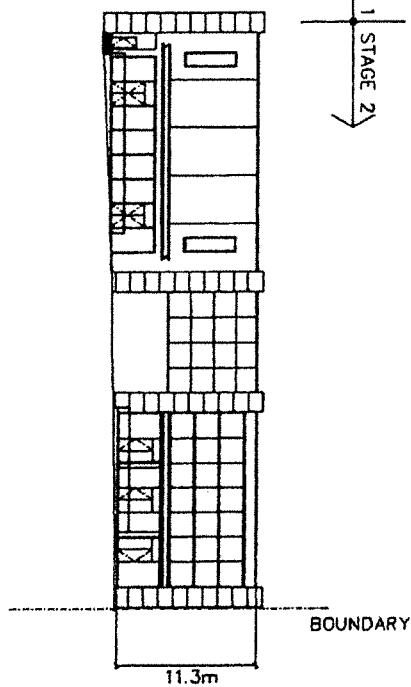
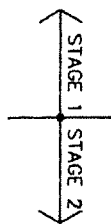
SP72321

Consented to:

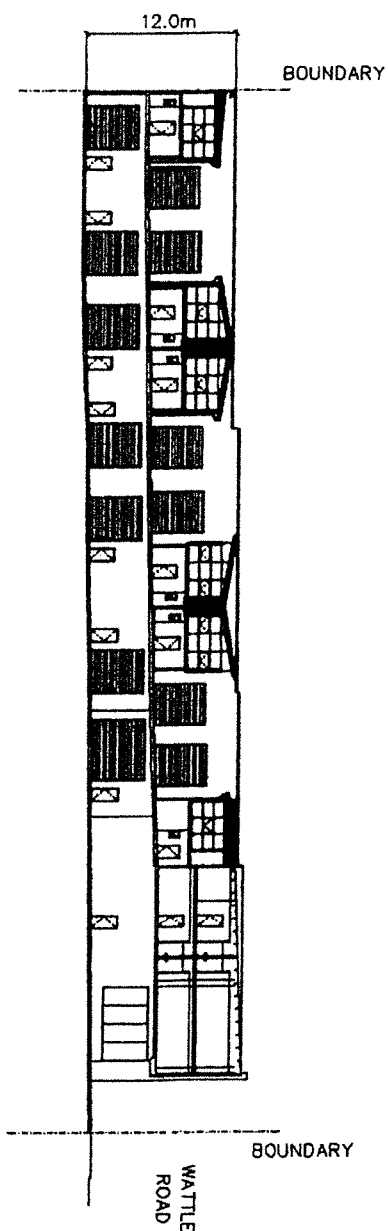
Application No:

Registered
 Date

12.5.2004



SOUTH ELEVATION (STAGE 2)



WESTERN SECTION (STAGE 2)

Reduction Ratio 1: 400

lengths are in metres

Registered Surveyor

[Signature]

SURVEYOR'S REFERENCE: 38381-SP1

General Manager/Authorised Person

A. Colonna



(Trusts must not be disclosed in the transfer.)

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

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

b If to two or more, state whether as joint tenants or tenants in common.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexures must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred, add "and being lot, sec., D.P." or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 55 of the Conveyancing Act, 1919-1941. Here also should be set forth any right-of-way or easement or exception.

f Any provision in this instrument for modification of the covenants implied by the Act may also be included.

g If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

h A very short note will suffice.

i If executed within the State this instrument should be 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 questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

j Repeat attestation if necessary.

k 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.

MEMORANDUM OF TRANSFER



NICOLA TOMAINO of Brookvale Gardener

Fees:— £ s. d.
Lodgment 1—
Endorsement 5—
Certificate 3—
: :
: :
: :
4:5
20/7/51

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 Three hundred pounds

(£300-----) (the receipt whereof is hereby acknowledged) paid to me by

JOSEPH DAWOOD CROW of Mosman Sheet Metal Worker and
ALBERT EDWARD MASON of Willoughby Welder

(herein called transferees)

do hereby transfer to the said transferees as tenants in common

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

County.	Partib.	Reference to Title (c)			Description of Land (if part only).	(d)
		Whole or Part.	Vol.	Fol.		
Cumberland	Manly Cove	part	5716	209	being Lot 4 in plan annexed to Transfer No. E330769	

And the transferee covenants with the transferor* his executors administrators and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from lots 2 and 3 in Miscellaneous Plan (M) No. 70005 without the consent of the Vendor his executors administrators or assigns provided that such consent shall not be withheld if any such fence is erected without expense to the Vendor his executors administrators or assigns and in favour of any person dealing with the Purchasers their assigns and it shall be deemed to have been given in respect of every such fence for the time being erected and it is hereby declared and agreed as follows: 1. That the land to which the benefit of this covenant is attached is the land shown in the plan of Miscellaneous Plan (M) No. 70005. 2. That the burden of the said covenant is the land shown in the plan of Miscellaneous Plan (M) No. 70005. 3. That the said covenant shall remain in force and effect only whilst the said Lots 2 and 3 or either of them remains in the name of the Vendor.

ENCUMBRANCES, &c., REFERRED TO:

Reservations of mines of gold and of silver

Signed at Manly
*Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

*Signed

the 29th day of June 1951.

N. Tomaino
Transferor.*

Signed in my presence by the transferees

are Joseph Dawood Crow
WHO IS PERSONALLY KNOWN TO ME

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

J. D. Crow
Albert Edward Mason
Transferee(s).

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

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

F497422

No.

LODGED BY J. O. WILLIAMS & Co.
"371a Pittwater Road, Narrabeen"
CONSENT OF MORTGAGEE!
(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 consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

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

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

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

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
	<i>Subj to Covenant</i>	To be filled in by person lodging dealing.
Checked by	Particulars entered in Register Book. Volume <i>5416</i> Folio <i>209</i> <i>1619</i>	1. _____ Received Docs. 2. _____ Nos. 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ Receiving Clerk.
Passed (in S.D.P.) by	the <i>25th</i> day of <i>September</i> 19 <i>51</i> at _____	
Signed by _____	_____ minutes past <i>12</i> o'clock in the _____ noon. 	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

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. <i>6427</i> Fol. <i>38</i>		

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Dominion, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of the Embassy or Legation, Consul General, Consul, Vice Consul, Acting Consul, Pro-Consul, or Consular Agent, 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.

The fees are:—Upon lodgment (a) 1/-, if accompanied by the relevant title or evidence of production thereof, (b) 2/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable: (a) 1/- for each additional Certificate included in the Transfer, (b) 1/- for each new Certificate of Title issued, (c) 1/- where the Transfer contains a covenant purporting to affect the use of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 1/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 1/- for each additional folio where the Certificate exceeds ten folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue.



R.P. 13. No.

F 576513

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



Nov 23 4 06 PM 1951
Lodgment
Endorsement
Certificate
Page 10
10
10

(Trusts must not be disclosed in the transfer.)

I, NICOLA TOMAINO of Brookvale Gardener

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of FIVE HUNDRED AND FIFTY POUNDS--

(£550. 0. 0) (the receipt whereof is hereby acknowledged) paid to me by

AGRICOLA PTY. LIMITED

(herein called transferee)

do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	Manly Cove	Part	5716	209	Being Lot C shown on plan of subdivision annexed hereto marked "A"

And the transferee covenants with the transferor his executors administrators and assigns for the benefit of the adjoining land being the residue of the land in Certificate of Title Volume 5716 Folio 209 but only during the ownership thereof by the Transferor his executors administrators and assigns other than purchasers on sale that no fence will be erected on the land hereby transferred to divide it from such adjoining land without the consent of the transferor his executors administrators and assigns but such consent will not be withheld if such fences are erected without expense to the transferor his executors administrators and assigns and in favour of any person dealing with the transferee or its assigns such consent will be deemed to have been given in respect of every such fence for the time being erected AND this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land

ENCUMBRANCES, &c., REFERRED TO.

Reservations of Mines of Gold and Silver

PLAN REFILED IN
PLAN ROOM AS F.P.
376143

Signed at

Manly

the

8th

day of

October 1951.

Signed in my presence by the transferor

WHICH IS PERSONALLY KNOWN TO ME

A. J. Murray

Signed

Manly

N. Tomaino

Transferor.

Repeat attestation if necessary.

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."

The Seal of Agricola Pty. Limited was hereunto duly affixed by authority of a resolution of the Board of Directors and in the presence of signed in my presence by the transferor a Director and of the Secretary whose signatures appear opposite hereto



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

AGRICOLA PTY. LIMITED

Director

Secretary

Transferee(s).

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

N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £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 hand. 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.

WARRINGAH SHIRE COUNCIL F 576513

ertificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32, FORM 1.

Certificate No. 2765

COUNCIL CHAMBERS,
BROOKVALE

11th July 1951.

PLICANT

(Name) Howard A. Markes & Tilbury
(Address) 18 Belgrave Street
Manly, N.S.W.

NER

(Name) M. M. Jermine
(Address) _____

W ROAD (Particulars) — Nil —

DIVISION (Particulars) of Lot 2B (resub Lots 1/4 Pt. B.1 resub
4 Dec 11 DP 1619 Wattle Road, Brookvale
into 2 lots marked C & D on the approved
plan. Council's approval is
conditional upon Lot C being consolidated
with adjoining Lots 2A & 3.

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), have been complied with by the above-named applicant in relation to the proposed sub division (insert New Road or Subdivision) above described and more particularly set out in the accompanying plan bearing the Council's seal and marked "Plan approved by Council, Covered by Council Clerk's Certificate No. 2765 of 11-7-51."

Shire Clerk

F 576513

No.

LODGED BY

CONSENT OF MORTGAGEE!
(N.B.—Before execution read marginal note.)

W

THE NATIONAL BANK OF AUSTRALASIA LIMITED

mortgagee under Mortgage No. D39478.

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

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgages 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 Sydney this 29th day of September 1951.

Signed in my presence by for and on behalf of THE NATIONAL BANK OF AUSTRALASIA LIMITED by its Attorney ALBERT VICTOR HANCOCK

THE NATIONAL BANK OF AUSTRALASIA LIMITED BY ITS ATTORNEY ALBERT VICTOR HANCOCK and I, the Attorney, declare that I am the Attorney for the National Bank of Australasia Limited and that I have not to the best of my knowledge and belief been removed from the list of Attorneys for the National Bank of Australasia Limited and that I am not a person who is personally known to me.

Consent

DATED at Sydney this 29th day of September 1951

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

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

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

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

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

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

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

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

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
<i>10</i>	<i>Subject to Govt</i>	To be filled in by person lodging dealing.
Checked by	Particulars entered in Register Book, Volume 5916 Folio 209	Received Docs. Nos.
Passed (in S.D.B.) by	the 2 nd day of February 1952	Receiving Clerk.
Signed by	minutes past 12 o'clock in the noon	
	<i>J. H. P.</i> Registrar-General	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

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. 6454	FOL. 232	

EXECUTION OUTSIDE NEW SOUTH WALES.
If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged 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 the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of his 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.

The fee is:—Upon lodgment (a) 1/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- or otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) 1/- for each new Certificate of Title issued, (c) 5/- where the Transfer contains covenant purporting to affect the user of any land (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way create an easement, (e) 2/- where partial discharge of a mortgage is effected on the Transfer, (f) 2/- for each additional folio where the Certificate exceeds ten folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.
If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the whole



30 OCT 1956

G 354564

2-10-0
19/8/55
S. J. Woods
10/10/55
19/8/55

MEMORANDUM OF TRANSFER

(Real Property Act, 1900)

I, AGRICOLA INVESTMENTS PTY. LIMITED (herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of ten shillings (10/-) (the receipt whereof is hereby acknowledged) paid to it by THE COUNCIL OF THE SHIRE OF WARRINGHAM (herein called transferee) do hereby transfer and grant to the said transferee out of ALL such its Estate and interest in ALL THE land mentioned in the schedule following:-

County	Parish	Whole or Part	Reference to Title Vol.	Fol.	Description of land (if part only)
Cumberland	Manly Cove	Part	6762	87	Being all that piece of land of a width of 10 feet and designated as "Site of proposed drainage easement 10 feet wide" on plan the subject of application No. G349444 * for numbering as a Deposited Plan.

Full and free right and liberty for the transferee from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control examine supervise manage relay cleanse repair maintain operate and use in and through the said land at such depths or levels below the surface thereof as the transferee shall think fit such drainage works and other works incidental thereto (all of which are included in the term "works" whenever hereinafter appearing) as in its opinion may be required for drainage purposes and to take up any such works and substitute new works in lieu thereof and for any of the purposes aforesaid to enter go return pass and repass upon along and over the said pieces of land and make and sink excavations and cuttings in and through the said pieces of land and bring and place thereon and remove therefrom such materials implements tools articles and things as the transferee shall think fit without liability to pay compensation to any person for any damage sustained to the said pieces of land through the exercise of any of the powers hereby granted to the transferee. Provided always and the transferee doth hereby covenant with the transferor that the transferee will execute all its works under these presents at reasonable times and with reasonable dispatch and in a proper and workmanlike manner and will as far as may be practicable having regard to the rights hereby granted restore the said piece of land to its former condition as soon as conveniently may be after the execution of such works.

ENCUMBRANCES ETC.

Signed at Sydney the twenty-third

THE COMMON SEAL of AGRICOLA INVESTMENTS PTY. LIMITED was hereto affixed in the presence of

Secretary

THE COMMON SEAL of the COUNCIL OF THE SHIRE OF WARRINGHAM was hereto affixed pursuant to a resolution passed at a duly convened meeting on the day of 1955.



Director

Director

President

Shire Clerk

Accepted and the Transfer hereby certified the Transfer of the Real Property Act

Handwritten notes and signatures at the bottom of the page.

F G 354564

Memorandum of
Transfer and Grant
of Easement

Convey 9 6

Solicitors

72 Pitt St

Sydney

Particulars entered in Register Book Vol. 6762 Folio 87
the 30th day of November 1976 at 12 noon
o'clock in the afternoon,

J. H. Pelt
Registrar General
NSW



Witness before
J. H. Pelt

pm

M.P.D.

EXTRA FEES	25.00
Diagram	10.00
EXTRA FOLIOS	1.00

SUMMARY: 39381

DP1065700

Time System: IJRRERS
Purpose: CONSOLIDATION
Ref. Map: U1860-91⁸

Local Plan: DP376143, DP3708
DP421170, DP5499

LOT 1 D IN D.P.576143
LOT 3 & 4 IN D.P.57
LOT Y IN D.P.421170
LOT 2 IN D.P.549951

Lengths are in metres. Reduction Ratio 1

Locality: BROOKVALE
Parish: MANLY COVE

County: CUMBERLAND

This is street 1 of my place in
(District if applicable)

Survey Certificate Sample Preamble 2000

CHRISTOPHER THOMAS NORTON
NORTON'S NORTON PARTNERS P/L
149 CASTLEBACH ST, STONEY 30
* company registered under the Companies Act 1993. Having a
* trading turnover of \$100,000. All sales made by
* company. *
* Trading Address: 502

The survey related to LOT 10
 (Please) Don't
 Please specify the date actually surveyed, or specify by what it
 is the date that is not any subject of the survey.
 Survey Reference under the Survey Act

Plots used in preparation of survey/assess

D.P.389949	D.P.789370
D.P.415042	D.P.812476
D.P.421170	

PAPER FOR USE ONLY for statements of
 To distinguish public records to create public

PURSUANT TO SECTION 88B OF
CONVEYANCING ACT 1919 IT IS
INTENDED TO CREATE:

1. EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES 6 WIDE
2. EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH

1

IT IS INTENDED TO RELEASE:

1. EASEMENT FOR DRAINAGE 2.
(F330769)

--	--

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS
INTENDED TO BE CREATED OR RELEASED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Consolidation of Lot D D.P.376143, Lots 3 & 4
D.P.370803, Lot Y D.P.421170 & Lot 2 D.P.549951

DP1065700

(Sheet 1 of 5 Sheets)

PART 1

Full names and addresses of
Registered Proprietors of the land:

Brookvale Properties Pty Ltd
ACN 101 821 014
88 Pitt Street, SYDNEY 2000

Carson Rubber Pty Ltd
ACN 000 216 946
45-46 Wattle Rd, BROOKVALE 2100

Full name and address of
Mortgagee of the land:

Suncorp-Metway Ltd
ACN 010 831 722
56 Pitt Street, SYDNEY 2000

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

Easement for Electricity Substation
Purposes 6 wide

Schedule Of Lots affected

Lots Burdened

Authority Benefited

Lot 10

EnergyAustralia

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

Easement for Overland Flow
Variable width

Schedule Of Lots affected

Lots Burdened

Authority Benefited

Lot 10

Warringah Council

PART 1A

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

Easement for Drainage 2.44 wide
(F330769)

Schedule Of Lots affected

Lot Burdened

Lot Benefited

2/549951

3/370803

SIGNED FOR AND ON BEHALF OF
WARRINGAH COUNCIL

.....
Authorised Person

SIGNED FOR AND ON BEHALF OF
ENERGYAUSTRALIA

.....
Authorised Person

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS
INTENDED TO BE CREATED OR RELEASED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Consolidation of Lot D D.P.376143, Lots 3 & 4
D.P.370803, Lot Y D.P.421170 & Lot 2 D.P.549951

DP1065700

(Sheet 2 of 5 Sheets)

PART 2

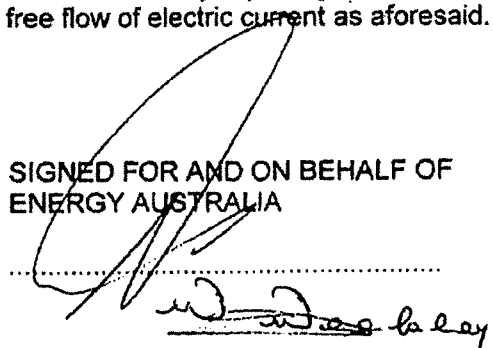
1. Terms Of Easement firstly Referred to in the abovementioned Plan.

- 1.1 Full right leave liberty and licence for EnergyAustralia its agents, servants and workmen over that part of the lot burdened (herein referred to as the easement) to:
 - 1.1.1 install erect construct dismantle and place repair renew inspect maintain and remove electricity conductors wire cables transformers and other equipment for the transmission and storage of electric current or for associated purposes and carry out such construction work as to effectively establish a substation for the supply and/or distribution of electricity; and also
 - 1.1.2 the free and uninterrupted passage of electricity and apparatus thereto appertaining under the easement and the said electric mains when constructed.
- 1.2 TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles tools materials plant and other apparatus and of all descriptions to enter into and upon the easement or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the easement or any part thereof.
- 1.3 AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the easement.
- 1.4 PROVIDED THAT except where EnergyAustralia its officers servants agents or workmen in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the easement EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the easement.
- 1.5 AND the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current under the easement AND that if any such damage be done or interference be made the said registered proprietor of the lot burdened will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.

SIGNED FOR AND ON BEHALF OF
WARRINGAH COUNCIL

.....
Authorised Person

SIGNED FOR AND ON BEHALF OF
ENERGY AUSTRALIA

.....


**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS
INTENDED TO BE CREATED OR RELEASED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Consolidation of Lot D D.P.376143, Lots 3 & 4
D.P.370803, Lot Y D.P.421170 & Lot 2 D.P.549951

DP1065700

(Sheet 3 of 5 Sheets)

- 1.6 AND EnergyAustralia hereby covenants with the registered proprietor of the lot burdened and it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the registered proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.
- 1.7 AND FURTHER the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the easement nor will it without the like consent erect or permit to be erected any structure on above or below the easement.

Name of Authority Empowered to Release, Vary, or Modify Easements Firstly and Secondly Referred to in the Plan.

EnergyAustralia.

Terms Of Easement for Overland Flow Secondly Referred to in the abovementioned Plan.

1. An easement for overland flow to permit the unobstructed flow of stormwater run-off to pass in any quantities across the land burdened during extreme storm events.
2. The Authority benefited, being Warringah Council, and every person authorised by Council, shall have full and free right from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, 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, cleansing, 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 authorised by the grantee 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.

SIGNED FOR AND ON BEHALF OF
WARRINGAH COUNCIL

.....
Authorised Person

SIGNED FOR AND ON BEHALF OF
ENERGY AUSTRALIA

.....
Authorised Person

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS
INTENDED TO BE CREATED OR RELEASED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Consolidation of Lot D D.P.376143, Lots 3 & 4
D.P.370803, Lot Y D.P.421170 & Lot 2 D.P.549951

DP1065700

(Sheet 4 of 5 Sheets)

3. The registered proprietor for the time being of the lot burdened agrees to keep the lot burdened repaired and maintained and agrees not to do anything which would obstruct the flow of storm water run-off across the lot burdened including erecting any structures without the written consent of Warringah Council.

Name of Authority having the right to release, vary and modify Easement for Overland Flow secondly referred to in the abovementioned plan.

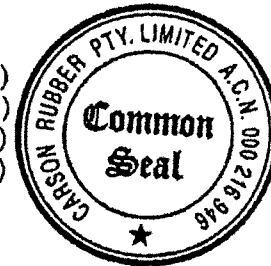
Warringah Council.

~~The COMMON SEAL of BROOKVALE~~) EXECUTED by BROOKVALE PROPERTIES
~~PROPERTIES PTY LTD was hereunto~~) PTY LTD (ACN 101 821 014) in accordance
~~affixed by the authority of the Directors~~) WITH ITS CONSTITUTION AND IN THE
~~in the presence of:-~~) PRESENCE OF:

.....
Secretary

.....
Director

The COMMON SEAL of CARSON
RUBBER PTY LTD was hereunto
affixed by the authority of the Directors
in the presence of:



.....
Secretary

.....
Director

SIGNATURES AND SEALS OF SUNCORP-METWAY LTD

SIGNED FOR AND ON BEHALF OF
WARRINGAH COUNCIL

.....
Authorised Person

SIGNED FOR AND ON BEHALF OF
ENERGY AUSTRALIA

.....
Authorised Person

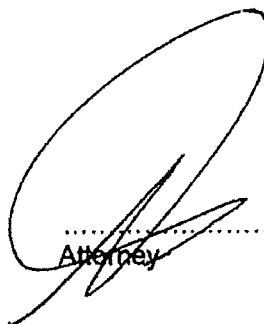
**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS
INTENDED TO BE CREATED OR RELEASED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Consolidation of Lot D D.P.376143, Lots 3 & 4
D.P.370803, Lot Y D.P.421170 & Lot 2 D.P.549951

DP1065700

(Sheet 5 of 5 Sheets)



SIGNED SEALED AND DELIVERED for)
And on behalf of **ENERGYAUSTRALIA** by)
~~GRANT KENNETH GREENE-SMITH~~)
its duly constituted Attorney pursuant to)
Power of Attorney registered Book 4368)
No.61)


.....
Attorney
Witness
.....
Authorised Person
Warringah Council

STINCORP-METWAY LTD ACN.
010 831 722 BY ITS ATTORNEY

MARIO MATOSO CALEITE

WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3359 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME


.....

.....
WITNESS

Landline Bell
Settlements Officer
PROPERTY FINANCE NOW

REGISTERED



29.4.2004

Form: 15CH
Release: 1-0

**CONSOLIDATION
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management.
Real Property Act 1900



AM980473G

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 Strata Plan No. 72321 BEING CP/SP72321	
(B) LODGED BY	Document Name, Address or DX Telephone and Customer Account Number if any 659M SCOTT ASHWOOD PTY LTD LLPN: 123482P Ph: 9099 7400	CODE CH
	Reference: ACSSS 02081106	

- (C) The Owners-Strata Plan No. 72321 certify that pursuant to a resolution passed on 28/9/2017 and
(D) in accordance with the provisions of Sections 141 and 142 of the Strata Schemes Management Act 2015
the by-laws are changed as follows—
(E) Repealed by-law No. 1-13 1997 Industrial Model By-laws
Added by-law No. 1-15 inclusive & 22-26 inclusive
Amended by-law No. Special By-laws 1-6 now No. 16-21
as fully set out below:

See Annexure A

- (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 A
(G) The seal of The Owners-Strata Plan No. 72321 was affixed on 8th December 2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]

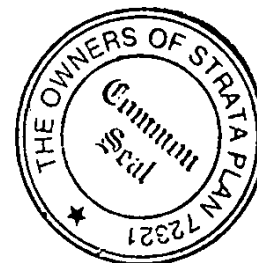
Name: CRAIG KWIGHT

Authority: STRATA MANAGER

Signature: _____

Name: _____

Authority: _____



Annexure A

The Consolidated Set of By-laws for Strata Plan No. 72321

**42 Wattle Road
Brookvale**

Signed by:

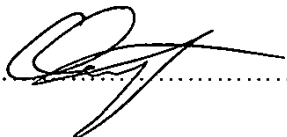


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BY-LAW 1: VEHICLES

- 1.1 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.
- 1.2 The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.

BY-LAW 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.

BY-LAW 3: DAMAGE TO COMMON PROPERTY

- 3.1 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.
- 3.2 An approval given by the Owners Corporation under Clause (1) cannot authorise any additions to the Common Property.
- 3.3 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.
 - b) Any screen or other device to prevent entry of animals or insects on the Lot.
 - c) Any sign to advertise the activities of the Occupier of the Lot.
 - d) Any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.
- 3.4 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.
- 3.5 Despite Section 106 of the Act, the Owner of a Lot must:
 - a) Maintain and keep in a state of good and serviceable repair, any installation referred to in Clause (3) that forms part of the Common Property and that services the Lot.
 - 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 Clause (3) that forms part of the Common Property and that services the Lot.

BY-LAW 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.

BY-LAW 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.

BY-LAW 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.

BY-LAW 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.
- b) That glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

BY-LAW 8: GARBAGE DISPOSAL

8.1 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.
- b) Must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, 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.
- 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.

- 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).
- e) Must not place anything in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier.
- f) Must promptly remove anything 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.

8.2 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 garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, 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.
- b) Must promptly remove anything 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.

8.3 An Owner or Occupier of a Lot must:

- a) Comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material.
- b) Notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

8.4 The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

8.5 This By-law 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.

BY-LAW 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.

BY-LAW 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 or the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

BY-LAW 11: PRESERVATION OF FIRE SAFETY

An Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything 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.

BY-LAW 12: PREVENTION OF HAZARDS

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything 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.

BY-LAW 13: PROVISION OF AMENITIES OR SERVICES

13.1 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).

13.2 If the Owners Corporation makes a resolution referred to in Clause (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.

BY-LAW 14: COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.

BY-LAW 15: SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

A document may be served 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.

BY-LAW 16: CAR PARKING SPACES

16.1 This By-law applies to car parking spaces that are part lots, utility lots or exclusive use areas.

-
- 16.2 You may only use your car parking space for the parking of registered and operational motor cars or motorcycles on a daily basis in the ordinary course of your business, where each such motor car has a maximum length of 5.1 metres and a maximum width of 1.9 metres and maximum unladen weight of 2.0 tonnes.
- 16.3 You must not use your car parking space for any other purpose (temporary or otherwise) including, without limitation:
- a) As a storage area, including as a marshalling area for goods and materials, pallets, bins, rubbish or containers.
 - b) The washing of vehicles or equipment.
 - c) For the carrying out of mechanical or other repairs.
 - d) Parking any other vehicle including boats, caravans, trailers, storage containers or any unregistered, broken down or non-operative motor vehicles.
- 16.4 You must:
- a) Sweep your car parking space and remove any rubbish regularly or as directed by the Owners Corporation.
 - b) Regularly clean your car parking space (including cleaning grease and oil leaks).
 - c) Properly maintain your car parking space (but not structural maintenance).
 - d) Repair damage to the Common Property caused by exercising your rights under this By-law.
 - e) Give the Owners Corporation access to and over your car parking space to maintain and replace Common Property.
 - f) Indemnify the Owners Corporation against all claims and liability caused by exercising rights under this By-law or using your car parking space.
- 16.5 The Owners Corporation is not responsible for:
- a) Anything stolen from a car parking space or a motor vehicle parked in a car parking space.
 - b) Damage to a motor vehicle or anything else kept in a car parking space (including damage to a vehicle entering or leaving the car parking space).
- 16.6 You may not lease or license a car parking space or allow anyone else to use a car parking space (other than your employees and invitees, for casual parking on a daily basis) without the written consent of the Owners Corporation.
- 16.7 If you do not comply with your obligations under this By-law, the Owners Corporation may do the thing that you should have done under this By-law but which you have not done or have not done properly. The Owners Corporation must give you at least seven (7) days notice before it does the work. You must reimburse the Owners Corporation for its costs of rectifying that non-compliance.

16.8 The Owners Corporation may recover any costs owed to it by you under this By-law as a debt.

BY-LAW 17: RECOVERY OF COSTS FOR REPAIRS TO BE FIRE SAFETY COMPLIANT

Part 1 – Preamble

- 17.1.1 a) The Owners Corporation has a responsibility under Section 106 of the Act for the management and control of the use of the Common Property in the Strata Scheme, including the proper maintenance and in a state of good and serviceable repair the Common Property and the renewal and replacement of fixtures and fittings in the Common Property pursuant to Section 106 of the Act.
- b) This responsibility includes the procuring and lodgement of a fire safety statement annually in accordance with Clause 177 of the Environmental Planning and Assessment Regulation 2000.
- c) The purpose of this By-law is to augment the Owners Corporation's power to facilitate the lodgement of the fire safety statement and where appropriate to repair anything necessary to obtain the fire safety statement.

Part 2 - Grant of Power

- 17.2.1 Notwithstanding anything contained in the By-laws applicable to the Strata Scheme, in addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to recover the costs of any repairs required to meet Annual Fire Safety Certification Requirements in the Strata Scheme on the conditions set out in Part 3.

This By-law to Prevail

- 17.2.2 If there is any inconsistency between this By-law and the By-laws applicable to the Strata Scheme, then the provisions of this By-law shall prevail to the extent of that inconsistency.

Part 3 – Definitions and Interpretation:

- 17.3.1 In this By-law, unless the context otherwise requires:

- a) **Act** means *Strata Schemes Management Act 2015*.
- b) **Annual Fire Safety Certification Requirements** means all requirements an Owners Corporation is required to meet in order to have an annual fire safety statement issued in accordance with Clauses 175, 176 and 177 of the *Environmental Planning and Assessment Regulation 2000*.
- c) **Levy Register** means the levy register maintained in accordance with Clause 23 of the *Strata Schemes Management Regulation 2016*.
- d) **Lot** means any Lot in Strata Plan 72321.
- e) **Occupier** means any person in lawful occupation of the Lot.
- f) **Owner** means the Owner of the Lot.

-
- g) **Permitted Person** means a person in the Strata Scheme with the express or implied consent of an Owner or Occupier.

17.3.2 In this By-law, unless the context otherwise requires:

- a) The singular includes plural and vice versa.
- b) Any gender includes the other genders.
- c) Any terms in the By-law will have the same meaning as those defined in the Act.
- d) References to legislation include references to amending and replacing legislation.

Part 4 – Recovery of Costs and Other Expenses for Work Required to Meet Annual Fire Safety Certification

Prohibition:

- 17.4.1 An Owner or Occupier must not without lawful excuse of cause, make, or cause to be made, any act, omission, repairs or works which will cause the Strata Scheme to be unable to meet Annual Fire Safety Certification Requirements.

Reimbursement:

- 17.4.2 Without limiting the generality of Clause 17.4.2 hereof, an Owner or Occupier who makes, or causes to be made, any act, omission, repairs or works in contravention of Clause 17.3.1 hereof shall reimburse the Owners Corporation for all costs incurred with respect to meeting the Annual Fire Safety Certification Requirements.
- 17.4.3 An Owner or Occupier acknowledges and agrees that he or she will reimburse the Owners Corporation for all costs of any works or repairs required to be carried out with respect to any damaged element of fire safety equipment in order to meet Annual Fire Safety Certification Requirements.

Service of Notice:

- 17.4.4 The Owners Corporation may serve a notice on an Owner or Occupier, who has contravened Clause 17.4.1 hereof, requiring rectification of any act, omission, works or repairs which have caused the Owners Corporation to be unable to comply with the Annual Fire Safety Certification Requirements.

Compliance with Notice:

- 17.4.5 The notice served in accordance with Clause 17.4.4. hereof shall specify which repairs, renewals or replacements must be effected.
- 17.4.6 The Owner or Occupier shall immediately comply with the notice and carry out all necessary repairs, renewals or replacements in order to properly rectify all such acts or omissions.
- 17.4.7 Upon completion of the repairs, renewals or replacements, the Owner or Occupier shall provide written confirmation to the Owners Corporation, within 14 days from the service of the notice, that such completion has been affected.

Default:

17.4.8 In the event that the Owner or Occupier does not comply with Clauses 17.4.6 and 17.4.7 hereof, then the provisions of Part 5 shall apply.

17.4.9 An Owner or Occupier acknowledges and agrees that he or she will not tamper with anything which the Owners Corporation is required to meet Annual Fire Safety Certification Requirements.

Part 5 – Failure to Comply

17.5.1 If an Owner or Occupier fails to comply with any obligation under this By-law:

- a) The Owners Corporation may, by its agents, employees or contractors, enter upon the Lot to inspect Annual Fire Safety Certification Requirements and carry out all works necessary (in the absolute discretion of the Owners Corporation) to comply with its obligation to have an annual fire safety statement issued in accordance with Clause 177 of the Environmental Planning and Assessment Regulation 2000.
- b) The Owners Corporation may recover the costs of complying with Annual Fire Safety Certification Requirements from the Owner or Occupier as a debt due.
- c) The costs of complying with the Annual Fire Safety Certification Requirements may be included, by way of reference to that debt, in the Levy Register for the Lot in the circumstances in which those costs have resulted from the failure of the Owner or Occupier to comply with Clause 17.3.4 hereof.
- d) The Owners Corporation may include reference to any debt on notices under Section 184 of the Act.
- e) The Owner or Occupier acknowledges and agrees that any such debt under Clause 17.3.4 hereof, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 percent.

Part 6 – Applicability

17.6.1 For the avoidance of doubt, this By-law applies to all fire safety systems and devices installed prior to and after this By-law being made.

17.6.2 The applicability of this By-law shall be reviewed subject to the amendment of any Act or Regulation which applies to Annual Fire Safety Certification Requirements.

BY-LAW 18: RECOVER OF COSTS FOR FIRE SERVICE CALL OUT

Part 1 – Grant of Right

18.1.1 Notwithstanding anything contained in the By-laws applicable to the Scheme in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to recover the costs of any Fire Service Call Out in the Strata Scheme on the conditions set out in Part 3.

This By-law to Prevail

18.1.2 If there is any inconsistency between this By-law and the applicable to the Strata Scheme, then the provisions of this By-law shall prevail to the extent of that inconsistency.

Part 2 – Definitions

18.2.1 In this By-law, unless the context otherwise requires:

- a) **Act** means *Strata Schemes Management Act 2015*.
- b) **Fire Service Call Out** means any call out in relation to emergency fire safety services to Strata Scheme 72321, including, without limitation, any call out as a result of a telephone call to the fire brigade, the setting off of a smoke alarm, or an alert from any fire protection system located within the Strata Scheme.
- c) **Levy Register** means the levy register maintained in accordance with Clause 23 of the *Strata Schemes Management Regulation 2016*.
- d) **Lot** means any Lot in Strata Plan No. 72321.
- e) **Occupier** means any person in lawful occupation of the Lot.
- f) **Owner** means any Owner in Strata Plan No. 72321.
- g) **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan No. 72321.
- h) **Permitted Person** means a person in the Strata Scheme with the express or implied consent of an Owner or Occupier.

18.2.2 In this By-law, unless the context otherwise requires:

- a) The singular includes the plural and vice versa.
- b) Any gender includes any other gender.
- c) Unless otherwise defined, any term has the same meaning as in the Act.
- d) A reference to legislation is also a reference to any amending or replacing legislation.

Part 3 – Recovery of Costs and Other Expenses for Call Out

18.3.1 An Owner or Occupier shall not:

- a) Without lawful excuse or cause, make, or cause to be made; or
- b) Request, prompt or provoke without lawful excuse or cause

a Fire Services Call Out.

18.3.2 An Owner or Occupier who makes, or causes to be made, a Fire Services Call Out in contravention of Clause 18.3.1 hereof, shall reimburse the Owners Corporation for all costs incurred with respect to that call out.

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- 18.3.3 For the avoidance of doubt, the reference to expenses in Clause 18.3.1 above includes (but is not limited to) the costs of attendance at the Strata Scheme of any fire brigade, ambulance, policy, security or other servicemen involved as a result of the Owner or Occupier's making, or causing to be made, the Fire Services Call Out.
- 18.3.4 An Owner or Occupier acknowledges and agrees that he will reimburse the Owners Corporation for all costs of any Fire Services Call Out made, or caused to be made, by a Permitted Person in contravention of Clause 18.3.1 hereof.
- 18.3.5 The Owners Corporation shall service a notice on an Owner or Occupier, who has contravened Clause 18.3.1 hereof, requiring payment of the costs of the Fire Services Call Out and the Owner or Occupier shall make such payment to the Owners Corporation within seven (7) days from the service of the notice.
- 18.3.6 If an Owner or Occupier fails to comply with any obligation under this By-law:
- a) The Owners Corporation may recover the costs of enforcement of this By-law from the Owner or Occupier as a debt due (and may include reference of that debt in the Levy Register for the Lot.
 - b) The Owner or Occupier acknowledges and agrees that any such debt under Clause 18.3.5 above, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 percent or, if the regulations provide for another rate, that other rate, and the interest will form part of that debt.

BY-LAW 19: AUTHORISATION OF BUILDING WORKS IN LOT 13

19.1 Grant of Special Privilege and Exclusive Use Right:

On the conditions set out in this By-law the Owner of Lot 13 in Strata Plan 72321 shall have a special privilege in respect of the Common Property to carry out, keep and maintain building works to install a solar system (up to 10kw) on the roof space directly above the Owner's Lot, and a right of exclusive use and enjoyment of that part of the Common Property directly affected by the works incorporating installation of the solar system all as depicted on the attached documents titled "Estimate for the Supply and Installation of a Commercial Solar PV System" and a copy of Strata Plan SP 72321 depicting the position of the solar panels (collectively referred to as "The Plan").

19.2 Definitions:

For the purposes of this By-law:

- a) **Act** means the *Strata Schemes Management Act 2015* and the regulations thereunder each as amended or replaced from time to time.
- b) **Lot** means Lot 13 in Strata Plan 72321 also known as Unit 12, 42 – 46 Wattle Road, Brookvale NSW 2100.
- c) **Owner** means the owner of the Lot at the date of the adoption of this By-law being and includes each and every successor in title to the Lot.
- d) **Plan** means the description, plan or drawing of the proposed works attached to and forming part to this By-law.

- e) **Works** means and includes all the building works associated with the installation described in Clause 19.1.

Where any word or phrase has a defined meaning in or for the purposes of the Act, the word or phrase has the same meaning in this By-law.

19.3 Conditions:

a) ***Prior to undertaking works:***

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

- i) A copy of any required approval of any statutory authority for the performance of the Works; and
- ii) Details of the contractors commencing the works, including copies of any relevant insurance, if requested.

b) ***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:

- i) 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 disruptions or inconvenience to any Owner or Occupier of any other Lot in the Strata Scheme;
- ii) Carry out the Works substantially in accordance with the Plan and, if relevant, as approved by any relevant statutory authority;
- iii) Not materially amend or vary the Plan without the approval in writing of the Owners Corporation and, if required, any relevant statutory authority;
- iv) Take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- v) 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;
- vi) Keep all areas of the building outside the Lot affected by the performance of the Works 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 resulting from the Works from the building and the parcel as soon as practicable;
- vii) Only perform any part of the Works that involves the use of percussion equipment (such as, but not limited to, hammer drills) between the hours of 7:00am and 5:00pm Monday to Saturday);
- viii) Ensure that the Works do not interfere with or damage the Common Property or the property of any other Lot owner otherwise than as approved in this By-law;

- ix) Make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs; and
- x) 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 four months of their commencement.
- c) **Completion of Works:**
 - i) If the approval of a statutory authority is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate from the authority (where applicable) that the Works comply with the conditions of any approval given by that authority.

19.4 Liability and Indemnity:

- a) The Owner is liable for any damage caused to any part of the Common Property or to the property of any Owner or Occupier of any other Lot in the Strata Scheme as a result of the performance of the Works and must take all such steps as are necessary to make that damage within a reasonable time after it has occurred.
- b) The Owner must indemnify the Owners Corporation and each Owner or Occupier of any other Lot in the Strata Scheme against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation or the other Owner or Occupier as a result of or arising out of the Works or the performance thereof.
- c) The Owner must indemnify the Owners Corporation against any liability incurred by the Owners Corporation under Section 122(6) of the Act in respect of any work, or the exercise of any power of entry, under Section 122 of the Act for the purpose of identifying and / or rectifying any damage caused by the Works or the performance thereof.

19.5 Other Rights and Obligations:

- a) The Owner must, at the cost of the Owner, maintain and keep the alterations and additions installed in the course of the Works (including, but not limited to, the fixtures and fittings installed as part of the Works) and the Common Property directly affected by the performance and keeping of the Works in a state of good and serviceable repair and must renew or replace it or them whenever necessary.
- b) Subject to Clause 19.5 (a), the Owners Corporation remains liable for the proper maintenance and keeping in a state of good and serviceable repair of the Common Property.

19.6 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 and registering this By-law.

19.7 Right to Remedy Default:

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

- i) Carry out all work necessary to perform that obligation;
- ii) Carry out all work necessary to perform that obligation;
- iii) Enter upon any part of the Lot to carry out that work;
- iv) 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.

- b) The provisions of this Clause are in addition to and not in derogation of any provision of the Act.

BY-LAW 20: EXCLUSIVE USE OF PART OF THE COMMON PROPERTY FOR LOT 68

20.1 Grant of Exclusive Use Rights:

On the conditions set out in this By-law, the Owner for the time being (the Owner) of Lot 68 (the "Lot") shall have the right of exclusive use and enjoyment of the area outlined in the Plan being an area of Common Property in the roof for the installation of an exhaust ducting and stack exiting through the roof.

20.2 Definitions:

For the purposes of this By-law:

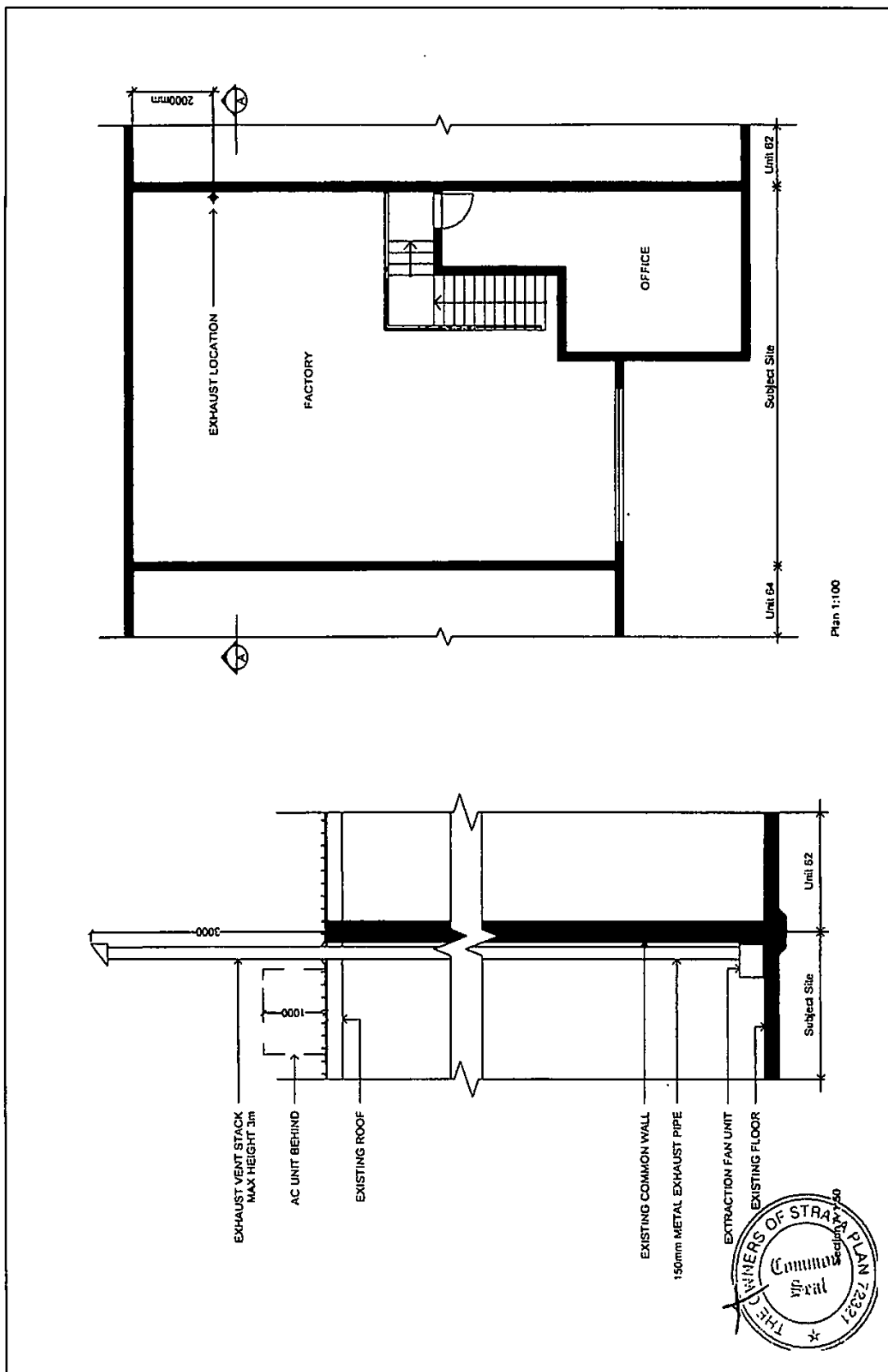
- a) **Owners Corporation** means the Owners Corporation constituted by the Owners of the Lots in the Strata Scheme.
- b) **Strata Plan** means Strata Plan No. 72321.
- c) **Strata Scheme** means the Strata Scheme constituted upon registration of the Strata Plan.
- d) **Plan** means the plan of that part of the Common Property area in the roof cavity depicting the Exclusive Use Area in respect of which the Owner is granted exclusive use rights, a copy of which plan is attached to and forms part of this By-law.
- e) **Occupier** means the Owner for the time being of Lot 68.
- f) **The Works** refer to the Works to be carried.

20.3 Conditions:

- a) The Owner must carry out all works (including without limitation repair, renewal and replacement under Condition c) and removal under Condition g) in a proper and skilful manner and in accordance with any applicable specifications issued by the manufacturer and relevant Australian Standards.
- b) Subject to this By-law, any amendment of the By-laws from time to time and to any resolution of the Owners Corporation under Section 106(3) of the Strata

Schemes Management Act 2015, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the Common Property.

- c) The Owner must maintain the exhaust ducting and stack in a state of good and serviceable repair and appearance and must repair or replace it whenever necessary.
- d) The Owner must repair promptly any damage caused or contributed to by the works or the exhaust ducting and stack, including without limitation, damage to the property of the Owners Corporation and the property of the Owner or Occupier of another Lot in the Strata Scheme.
- e) The Owner must indemnify the Owners Corporation against any liability or expense arising out of the works, including without limitation, any liability under Section 122(6) of the Strata Schemes Management Act 2016 in respect of the exhaust ducting and stack.
- f) The Owner must comply at his own expense with any requirement or order of the local council, or other authority, tribunal or court having jurisdiction concern the exhaust ducting and stack.
- g) The Owner may remove the exhaust ducting and stack, and after doing so must restore the Common Property to its original condition.
- h) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this By-law, including without limitation legal expenses.



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BY-LAW 21: PARKING OF VEHICLES IN SCHEME

Part 1 - Grant of Power:

In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions in relation to car parking in the Scheme subject to the conditions under Part 3 of this By-law as follows:

- 21.1.1 The power to regulate the use of Common Property and the Visitor Parking Area for parking of motor or other vehicles.
- 21.1.2 The power to wheel clamp an Owner's, Occupier's or Visitor's motor or other vehicle parked or left in contravention with this By-law.
- 21.1.3 The power to enter into arrangements with third parties (including vehicle towing services) to remove or wheel clamp motor or other vehicles that are parked or left in contravention of this By-law.
- 21.1.4 The power to erect signage regarding parking including advising that motor or other vehicles parked or left in contravention of this By-law will be removed from the Scheme or wheel clamped.

Part 2 – Definitions and Interpretation:

21.2.1 In this By-law, unless the context otherwise requires:

- a) **Act** means the *Strata Schemes Management Act 2015*.
- b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- c) **Building** means the building situated at 42 Wattle Road, Brookvale NSW 2100.
- d) **Car Parking Fee** means the fees and charges in the amounts as determined from time to time incurred by the Owners Corporation for the administrative and other costs and expenses for and in connection with the parking of a motor or other vehicle on Common Property and with issuing a notice pursuant to Clause 21.3.7(e) and payable by the relevant Owner to the Owners Corporation in accordance with Part 5.
- e) **Lot** means any Lot in Strata Plan 72321.
- f) **Scheme** means the Strata Scheme created by the registration of Strata Plan Registration 72321.
- g) **Visitor** means a bona fide guest or invitee of an Owner or Occupier, but does not include an Occupier.
- h) **Visitor Parking Area** means any area designated for parking in the Scheme not comprising part of the Lot.

21.2.2 In this By-law, unless the context otherwise requires:

- a) The singular includes the plural and vice versa.

- b) Any gender includes the other genders.
- c) Any terms in the By-law will have the same meaning as those defined in the Act.
- d) References to legislation include references to amending and replacing legislation.
- e) Where a term of this By-law is inconsistent with any By-law applicable to the Scheme then this By-law shall prevail to the extent of the inconsistency.

Part 3 – Conditions:

- 21.3.1 The Owner or Occupier of a Lot shall not cause or permit to park or stand, a motor or other vehicle upon the Common Property and / or upon the Visitor Parking Area at any time except with the written approval of the Owners Corporation.
- 21.3.2 The Owner or Occupier of a Lot shall not cause or permit its Visitor to park or stand a motor or other vehicle upon the Common Property (excluding the Visitor Parking Area and in accordance with this By-law) at any time.
- 21.3.3 The Owner or Occupier of a Lot shall not cause or permit its Visitor to park or stand a motor or other vehicle upon the Visitor Parking Area for more than 24 hours and in any one week, except with the written approval of the Owners Corporation. For the avoidance of doubt, no overnight parking is permitted in the Visitor Parking Area or elsewhere on the Common Property except with the prior written approval of the Owners Corporation.
- 21.3.4 The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor or other vehicle upon the Common Property or upon the Visitor Parking Area under Clauses 21.3.1, 21.3.3, 21.3.5 or 21.3.6.
- 21.3.5 The Owner or Occupier of a Lot shall not repair, or allow to be repaired, a motor or other vehicle upon the Visitor Parking Area or upon the Common Property or upon the Visitor Parking Area or upon the Common Property at any time, except with the prior written approval of the Owners Corporation.
- 21.3.6 The Owner or Occupier of a Lot must not cause or permit any employee, contractor, tradesperson, removalist or the like to:
 - a) Park or stand a motor or other vehicle upon the Visitor Parking Area for a period exceeding two (2) consecutive hours.
 - b) Repair a motor or other vehicle upon the Visitor Parking Area without prior written approval of the Owners Corporation.
- 21.3.7 The Owners Corporation or Strata Committee, for the purpose of the control, management and use of the Common Property and Visitor Parking Area, and particularly the parking or standing of motor or other vehicles upon the Visitor Parking Area or other Common Property may:
 - a) Install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the Common Property or the Visitor Parking Area.

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- b) Remove any motor or other vehicle parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this By-law.
 - c) Apply wheel clamp(s) to motor or other vehicles parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this By-law.
 - d) Install signage on the Common Property or the Visitor Parking Area of the effect of this By-law and limitations on the standing / parking of motor or other vehicles.
 - e) Place a notice on or about the windscreen of any motor or other vehicle parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this By-law or any resolution of the Strata Committee under this By-law.
 - f) Take such further action consistent with this By-law as is lawful, reasonable and necessary in order to regulate or restrict the parking of motor or other vehicles in or on the Common Property or the Visitor Parking Area.

21.3.8 If the Owners Corporation erects signage regulating the parking or standing of motor or other vehicles in or on the Common Property or the Visitor Parking Area, every Owner and Occupier of a Lot must abide by those signs and must procure that their tradespersons, contractors and Visitors abide by those signs, in default of which, the Owner or Occupier of the Lot responsible for or in connection with its or its Visitor's breach of this By-law, will be liable to pay the costs of the Owners Corporation in enforcing this By-law.

21.3.9 If an Owner or Occupier of a Lot parks a motor or other vehicle on the Common Property without consent under this By-law, then the Owners Corporation may charge the Car Parking Fee.

Part 4 – Enduring Obligations:

21.4.1 An Owner or Occupier:

- a) Must comply with the terms of this By-law and any approval or directions of the Owners Corporation or the Strata Committee given under this By-law in respect of parking upon the Common Property and the Visitor Parking Area.
- b) Must ensure that its Visitor(s), employees, contractors, tradespersons, removalists or the like comply with this By-law.
- c) Agrees that by parking a vehicle (or allowing a vehicle to be parked) upon the Common Property and / or upon the Visitor Parking Area in contravention of this By-law or any signage at the Scheme, that Owner or Occupier consents to the removal or wheel clamping of the vehicle under the terms contained in Part 3 of this By-law and Sections 651B and 651C of the *Local Government Act 1993*.
- d) Who has parked, caused or permitted a motor or other vehicle (or allowed or caused a Visitor to park or stand a motor or other vehicle) upon the Common Property and / or upon the Visitor Parking Area in contravention of this By-law such motor or other vehicle being subsequently removed or wheel clamped under Part 3 of this By-law hereby:

- i) Indemnifies and keeps indemnified the Owners Corporation for the costs incurred by the Owners Corporation of removing and storing the motor or other vehicle or wheel clamping the motor or other vehicle;
- ii) Agrees that an agreement pursuant to Section 651C (2)(d) of the *Local Government Act 1993* has been made and is in force; and
- iii) Indemnifies and shall keep indemnified the Owners Corporation for any loss or damage caused (including to the vehicle) as a result of action to remove or wheel clamp the motor or other vehicle under Part 3 of this By-law.

Part 5 – Default by Owner:

21.5.1 The Owners Corporation may recover from the Owner or Occupier all costs associated with administering the policy expressed in this By-law including the Car Parking Fee.

21.5.2 Any payment required by the Owners Corporation in accordance with this By-law becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.

21.5.3 Any payment required from an Owner or Occupier may be recovered in a court of competent jurisdiction as a debt.

21.5.4 The Owners Corporation may levy a payment by serving written notice of the charge payable by that Owner or Occupier.

21.5.5 A charge if not paid at the end of one (1) month after it becomes due and payable, shall bear, until paid, simple interest at an annual rate of 10 percent.

21.5.6 The Owners Corporation may recover, as a debt a charge not paid at the end of one (1) month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering that amount.

BY-LAW 22: COMMON PROPERTY MEMORANDUM – OWNERS CORPORATION

The items listed below are to be maintained and, when necessary, replaced by the Owners Corporation.

ITEM	DESCRIPTION
i. Balcony and Courtyards	a) Columns and railings. b) Doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan). c) Balcony ceilings (including painting). d) Security doors, other than those installed by an owner after registration of the strata plan. e) Original tiles and associated waterproofing, affixed at the time of registration of the strata plan.

ITEM	DESCRIPTION
Balcony and Courtyards (cont.)	f) Common wall fencing, shown as a thick line on the strata plan. g) Dividing fences on a boundary of the strata parcel that adjoin neighbouring land. h) Awnings within common property outside the cubic space of a balcony or courtyard. i) Walls of planter boxes shown by a thick line on the strata plan. j) That part of a tree which exists within common property.
ii. Ceiling / Roof	a) False ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility). b) Plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility). c) Guttering. d) Membranes.
iii. Electrical	a) Air conditioning systems serving more than one lot. b) Automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller. c) Fuses and fuse board in meter room. d) Intercom handset and wiring serving more than one lot. e) Electrical wiring serving more than one lot. f) Light fittings serving more than one lot. g) Power point sockets serving more than one lot. h) Smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>). i) Telephone, television, internet and cable wiring within common property walls.

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ITEM	DESCRIPTION
	<p>j) Television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property.</p> <p>k) Lifts and lift operating systems.</p>
iv. Entrance Door	<p>a) Original door lock or its subsequent replacement.</p> <p>b) Entrance door to a lot including all door furniture and automatic closer.</p> <p>c) Security doors, other than those installed by an owner after registration of the strata plan.</p>
v. Floor	<p>a) Original floor boards or parquet flooring affixed to common property floors.</p> <p>b) Mezzanines and stairs within lots, if shown as a separate level in the strata plan.</p> <p>c) Original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan.</p> <p>d) Sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan.</p>
vi. General	<p>a) Common property walls.</p> <p>b) The slab dividing two storeys of the same lot, or one storey from an open space roof area, e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan).</p> <p>c) Any door in a common property wall (including all original door furniture).</p> <p>d) Skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility).</p> <p>e) Original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan.</p> <p>f) Ducting cover of structure covering a service that serves more than one lot or the common property.</p> <p>g) Ducting for the purposes of carrying pipes servicing more than one lot.</p>

ITEM	DESCRIPTION
General (cont.)	<ul style="list-style-type: none"> h) Exhaust fans outside the lot. i) Hot water service located outside of the boundary of any lot or where that service services more than one lot. j) Letterboxes within common property. k) Swimming pool and associated equipment. l) Gym equipment.
vii. Parking / Garage	<ul style="list-style-type: none"> a) Carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan. b) Electric garage door opener (motor and device) including automatic opening mechanics which serves more than one lot. c) Garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot. d) Mesh between parking spaces, if shown by a thick line on the strata plan.
viii. Plumbing	<ul style="list-style-type: none"> a) Floor drain or sewer in common property. b) Pipes within common property wall, floor or ceiling. c) Main stopcock to unit. d) Stormwater and on-site detention systems below ground.
ix. Windows	<ul style="list-style-type: none"> a) Windows in common property walls, including window furniture, sash cord and window seal. b) Insect-screens, other than those installed by an owner after the registration of the strata plan. c) Original lock or other lock if subsequently replacement by the Owners Corporation.

BY-LAW 23: COMMON PROPERTY MEMORANDUM - LOT OWNER

The items listed below are to be maintained and, when necessary, replaced by the owner of the relevant lot.

ITEM	DESCRIPTION
i. Balcony and Courtyards	a) Awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and now shown as common property on the strata plan. b) That part of a tree within the cubic space of a lot.
ii. Ceiling / Roof	a) False ceilings inside the lot installed by an Owner after the registration of the strata plan.
iii. Electrical	a) Air conditioning systems, whether inside or outside of a lot, which serve only that lot. b) Fuses and fuse boards within the lot and serving only that lot. c) In-sink food waste disposal systems and water filtration systems. d) Electrical wiring in non-common property walls within a lot and serving only that lot. e) Light fittings, light switches and power point sockets within the lot serving only that lot. f) Telephone, television, internet and cable wiring within non-common property walls and serving only that lot. g) Telephone, television, internet and cable service and connection sockets. h) Intercom handsets serving one lot and associated wiring located within non-common walls.
iv. Entrance Door	a) Door locks additional to the original lock (or subsequent replacement of the original lock). b) Keys, security cards and access passes.
v. Floor	a) Floor tiles and any associated waterproofing affixed

ITEM	DESCRIPTION
Floor (cont.)	<p>by an Owner after the registration of the strata plan.</p> <p>b) Lacquer and staining on surface of floorboards or parquet flooring.</p> <p>c) Internal carpeting and floor coverings, unfixed floating floors.</p> <p>d) Mezzanines and stairs within lots that are not shown or referred to in the strata plan.</p>
vi. General	<p>a) Internal (non-common property) walls.</p> <p>b) Paint work inside the lot (including ceiling and entrance door).</p> <p>c) Built-in wardrobes, cupboards, shelving.</p> <p>d) Dishwasher.</p> <p>e) Stove.</p> <p>f) Washing machine and clothes dryer.</p> <p>g) Hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot).</p> <p>h) Internal doors (including door furniture).</p> <p>i) Skirting boards and architraves on non-common property walls.</p> <p>j) Tiles and associated waterproofing affixed to non-common property walls.</p> <p>k) Letterbox within a lot.</p> <p>l) Pavers installed within the lot's boundaries.</p> <p>m) Ducting cover or structure covering a service that serves a single lot.</p>
vii. Parking / Garage	<p>a) Garage door remote controller.</p> <p>b) Garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary.</p> <p>c) Light fittings inside the lot where the light is used exclusively for the lot.</p> <p>d) Mesh between parking spaces where shown as a thin</p>

ITEM	DESCRIPTION
	line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies).
viii. Plumbing Plumbing (cont.)	a) Pipes, downstream of any stopcock, only serving that lot and not within any common property wall. b) Pipes and 'S' bend beneath sink, laundry tub or hand basin. c) Sink, laundry tub and hand basin. d) Toilet bow and cistern. e) Bath. f) Shown screen. g) Bathroom cabinet and mirror. h) Taps and any associated hardware.
ix. Windows	a) Window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier). b) Locks additional to the original (or any lock replaced by an Owner). c) Window lock keys.

BY-LAW 24: PARKING OF VEHICLES ON COMMON PROPERTY

- 24.1 This By-law does not apply to designated Common Property visitor parking spaces.
- 24.2 An Owner or Occupier of a Lot must not park or stand any motor vehicle or other vehicle on Common Property, or permit a motor vehicle to be parked on Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation.
- 24.3 If an Owner or Occupier of a Lot parks a vehicle for more than one half of an hour on Common Property in contravention of Paragraph 24.2, then that Owner or Occupier of the Lot may be required to make a payment to the Owners Corporation in accordance with the By-law charges accepted at the Owners Corporation General Meeting per hour for every hour that Paragraph 24.2 is contravened.
- 24.4 The Strata Committee is to decide whether such payment is required and the Strata Committee can decide to increase or decrease the amount to be paid.

- 24.5 Any monies, including the administration fee, that are due and payable under this By-law, will be shown on the levy notice for the relevant Lot.

BY-LAW 25: PARKING OF VEHICLES IN COMMON PROPERTY VISITOR CAR SPACES

- 25.1 This By-law applies to designated Common Property visitor parking spaces.
- 25.2 Only bona fide visitors to a Lot may park their vehicle in a Common Property visitor parking space for a period of up to two (2) hours at any one time.
- 25.3 If a visitor allows their vehicle to be parked in a Common Property visitor parking space in contravention of Paragraph 25.2, then that Owner or Occupier of the Lot to which the visitor is visiting may be required to make a payment to the Owners Corporation in accordance with the By-law charges accepted at the Owners Corporation General Meeting per hour for every hour that Paragraph 25.2 is contravened.
- 25.4 The Strata Committee is to decide whether such payment is required and the Strata Committee can decide to increase or decrease the amount to be paid.
- 25.5 Any monies, including the administration fee, that are due and payable under this By-law will be shown on the levy notice for the relevant Lot.

BY-LAW 26: INSTALLATIONS FOR LOT 71

26.1 Definitions:

In this By-law the following terms are defined to mean:

- **"Lot"** – means Lot 71 of SP 74535 (Unit 66).
- **"Owner"** – means the Owner for the time being of Lot 71 of SP 74535.
- **"Works"** – means the additions and alterations to be undertaken by the Owner of the Lot and so much of the Common Property, within the area directly above Lot 71, as is necessary to undertake the following:
 - a) Erection and installation of a solar system of less than 7KW.
 - b) Erection and installation of a split system air conditioner more than 2 metres within the lot boundary on a sound insulating panel and producing a noise level of less than 65dB.
 - c) Erection and installation of two (2) skylights as per Australian Standards.
 - d) Erection and installation of two (2) air vents less than 500mm high and 500mm wide.

26.2 All work and products to be installed will be installed to the Building Code of Australia (BCA).

The contractors shall provide proof of public liability and works compensation insurance.

26.2.1 The Owner must properly maintain and keep the Common Property which the works are erected or attached in a state of good and serviceable repair.

26.2.2 The Owner must properly maintain and keep the works in a state of good and serviceable repair and must replace the works when required from time to time.

26.2.3 In performing the works, the Owner must:

- a) Ensure all common areas outside Lot 71 be kept clean and tidy throughout the construction of the works and that the area of the works be left clean, safe and secure at the end of each day.
- b) Only perform works at times approved by the Owners Corporation.
- c) Comply with the reasonable requirements of the Owners Corporation to comply with any by-laws and relevant Statutory Authority commencing the performance of the works.



HM980473

Approved Form 10

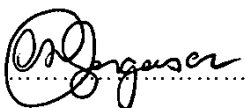
Certificate Re: Initial Period

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

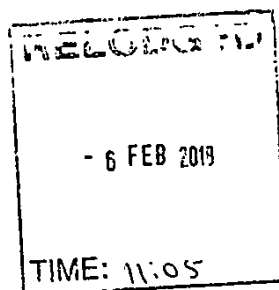
*That the initial period has expired.

~~*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. 72321 was affixed on 8th December 2017 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: C. FERGUSON Authority:

Signature: Name: Authority:



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

Folio Identifier 55/SP74535, being administration offices, 50, 42 Wattle Road, Brookvale and two (2) car parking spaces

(B) LODGED BY

Document Collection Box 927N	Name, Address or DX and Telephone LLPN: 123670 N Wood Marshall Williams DX 29200 Brookvale TEL: 9938.2444 Reference: H:AMB380536	CODE L
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(C) LESSOR

MICHAEL JAMES NEAYLON - ABN 40 725 171 103

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

(D)

Encumbrances (if applicable):

(E) LESSEE

ALL AV PTY LTD TRADING AS PRO AV SOLUTIONS (NSW) - ABN: 45 069 960 569

(F)

TENANCY:

(G) 1. TERM ONE (1) YEAR

2. **COMMENCING DATE** 01 OCTOBER 2018

3. **TERMINATING DATE** 30 SEPTEMBER 2019

4. With an **OPTION TO RENEW** for a period of ONE (1) FURTHER TERM OF ONE (1) YEAR
set out in clause 6 of Annexure "A"

5. With an **OPTION TO PURCHASE** set out in clause 6 of Annexure "A"

6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** "A" hereto.

8. Incorporates the provisions set out in memorandum recorded in the Department
of Lands, Land and Property Information Division as No(s). N.A.

9. The **RENT** is set out in item No. 4 of the Reference Schedule

DATE

(H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

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

Signature of witness:



Signature of lessor:



Name of witness:

Raeph L. Wiskister

Address of witness:

6/4-8 Bendlebury Rd
East Warrana
NSW - 2517

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: ALL AV PTY LTD TRADING AS PRO AV SOLUTIONS (NSW) - ABN: 45 069 960 569

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:



Name of authorised person:

Name of authorised person:

Office held:

Office held:

Anthony Jeffcoat
Sole Director / Secretary

(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

and I certify this lease correct for the purposes of the Real Property Act 1900.

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

on _____ in the presence of—

Signature of witness:

Signature of lessor:

Full name of witness:

Address of witness:

Qualification of witness: [tick one]

- ☐ Justice of the Peace
☐ Practising Solicitor
☐ Other [specify]

* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

THIS IS THE ANNEXURE "A" TO A LEASE

BETWEEN

MICHAEL JAMES NEAYLON - ABN 40 725 171 103 - AS LESSOR

AND

**ALL AV PTY LTD TRADING AS PRO AV SOLUTIONS (NSW) - ABN: 45 069 960
569 - 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

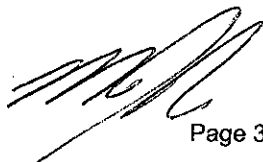
- 2. This Lease is:
 - 2.1 granted by the Lessor in consideration of the obligations accepted by the Lessee; and
 - 2.2 accepted by the Lessee in consideration of the obligations accepted by the Lessor.

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.

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:
 - 5.2.1 the term of the Lease will be extended until either party terminates the Lease by not less than one (1) months' 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 in the manner provided in the Lease as if the day after the expiry of the Term was the first day of another year of the Term.
- 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. This clause does not apply and has been deleted.

FIXED PERCENTAGE REVIEW

- 10. This clause does not apply and has been deleted.

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. This clause does not apply and has been deleted.

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 User 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 User says so.

RESTRICTION ON ACCESS

15. This clause does not apply and has been deleted.

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 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 User 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 User.
- 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 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

- 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 and 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 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.
- 25.6 The Bank Guarantee will be unlimited by any restrictions as to time or otherwise excepting only as to the amount specified.
- 25.7 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.
- 25.8 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:

- 25.8.1 the Lessee has vacated the Premises and has left them in the condition required by the Lease; and
- 25.8.2 all of the actual and contingent liabilities of the Lessee under the Lease have been satisfied.
- 25.9 If the Lessee provides a bank guarantee as security and if the bank guarantee is presented by the Lessor:
 - 25.9.1 the Lessor will provide to the Lessee details of the manner in which the proceeds of the bank guarantee have been applied;
 - 25.9.2 the Lessee must provide a replacement bank guarantee which satisfies the requirements of the Lease; and
 - 25.9.3 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.

STRATA PLAN

- 26. This clause does not apply and has been deleted.

GOODS AND SERVICES TAX

- 27.1 The Lessor may charge and recover from the Lessee any Goods and Services Tax payable in respect of any supply pursuant to this Lease.
- 27.2 The Lessee will pay the Goods and Services Tax 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 Goods and Services Tax 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 Goods and Services Tax.

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&S 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&S 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.

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 \$1,000.
- 31.5 The Lessee will provide written evidence of the existence and currency of the Insurances within seven (7) days of a written request from the Lessor 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.

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 User; and
- 35.2.2 they are kept in such quantities as are reasonable having regard to the nature of the User; 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. This clause does not apply and has been deleted.

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, transfer all of the Services to the Premises to the Lessor or to the Lessor's nominee.
- 39.4 Services includes, but is not limited to:
- 39.4.1 electricity;
- 39.4.2 gas;
- 39.4.3 telephone;
- 39.4.4 water consumption 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 an 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.

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 *To Let* 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.

- 42.6 Notwithstanding any other provision in this Lease if the Lease is transferred pursuant to this clause the Lessee will be released from any liability under the Lease from the date of assignment onwards.

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.

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 twenty-eight (28) days' 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 in the manner and at the rate prescribed pursuant to the Uniform Civil Procedure Rules from time to time;
- 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 User;
- 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 User.

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 with the prior consent of the Party receiving the notice by electronic mail;
- 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 or residential address.
- 58.4 If a Party changes its 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:
 - 62.1.2 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.
- 62.3 Each party will pay their own legal costs in respect of this Lease.

RULES

- 63.1 The Lessor may, if the Premises form part of a Complex, make Rules regarding any matter relevant to the Complex and the conduct of persons in and about the Complex.
- 63.2 A reference to the Complex 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 does not apply and has been deleted.

CAR SPACE LICENCE

65. This clause does not apply and has been deleted.

AGENCY

66. This clause does not apply and has been deleted.

GUARANTEE

67. This clause does not apply and has been deleted.

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 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 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, 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.

REFERENCE SCHEDULE

ITEM 1 First date for exercise of Option (Clause 6.3)	FIRST OPTION The date six (6) months before the Terminating Date	SECOND OPTION Not Applicable
ITEM 2 Last date for exercise of Option (Clause 6.3)	FIRST OPTION The date three (3) months before the Terminating Date	SECOND OPTION Not Applicable
ITEM 3 Method of rent review for first year of Option term (Clause 6.8)	Market	
ITEM 4 Rent for the first year of the term (Clause 7.2)	\$26,676.36 per annum excluding GST	
ITEM 5 Day of the month on which rent is to be paid (Clause 7.3)	First	
ITEM 6 Rent Review (Clause 8)	DATE: Each anniversary of the Commencing Date	METHOD: Not Applicable, see Item 3
ITEM 7 Rent free period (Clause 13)	Nil	
ITEM 8 Permitted Use (Clause 14)	As offices	
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) included in title	
ITEM 12 Agent (Clause 66)	Managing Agent – Raine & Horne Commercial	

ITEM 13: Security Deposit/Bond (Clause 25)	One (1) months' rent
ITEM 14: Guarantors (Clause 67)	Not Applicable

Attestation for Lessor/Lessee

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence

Signature of Witness

Name of Witness

Address of Witness

Certified correct for the purposes of the Real Property Act 1900

Signature of Lessor

MICHAEL JAMES NEAYLON

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: **ALL AV PTY LTD**

Authority: Section 127 of the Corporations Act 2001

Signature of authorised person

Name of authorised person

Office held

Signature of authorised person

Name of authorised person

Office held

Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
Sydney NSW 2001

Reference: 6818
Date: 14/08/2019
Certificate No. ePLC2019/4373

Address of Property: 50/42-46 Wattle Road BROOKVALE NSW 2100
Description of Property: Lot 55 SP 74535

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
 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 IN1 General Industrial

1 Objectives of zone

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

2 Permitted without consent

Nil

3 Permitted with consent

Boat building and repair facilities; Depots; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Light industries; Liquid fuel depots; Neighbourhood shops; Places of public worship; Roads; Storage premises; Take away food and drink premises; Timber yards; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire 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 sheds; Camping grounds; Caravan 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; Function centres; Health services facilities; Heavy industrial storage establishments; Heavy industries; Highway service centres; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Information and education facilities; Marinas; Mooring pens; Moorings; Open cut mining; Passenger transport facilities; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Wharf or boating facilities

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Medium Density Code

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

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

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

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

4, 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

Acid Sulfate Soils-Class 4

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

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

Nil

7A. Flood related development control Information

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

8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

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

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

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

17. Site compatibility certificate and conditions for affordable rental housing

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

18. Paper subdivision information

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

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

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

Planning Certificate – Part 5

ePLC2019/4373

The following is information provided in good faith under the provisions of Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149) and lists relevant matters affecting the land of which Council is aware. The Council shall not incur any liability in respect of any such advice.

Persons relying on this certificate should read the environmental planning instruments referred to in this certificate.

Company Title Subdivision

Clause 4.1 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

District Planning

Under the Greater Sydney Regional Plan – A Metropolis of Three Cities 2018, the Greater Sydney Commission sets a planning framework for a metropolis of three cities across Greater Sydney which reach across five Districts. Northern Beaches is located within the ‘Eastern Harbour City’ area and is in the North District which forms a large part of the Eastern Harbour City. The North District Plan sets out planning priorities and actions for the growth of the North District, including Northern Beaches. Northern Beaches Council is preparing a Local Strategic Planning Statement which will give effect to the District Plan based on local characteristics and opportunities and Council’s own priorities in the community.

Council Resolution To Amend Environmental Planning Instrument

The following instrument or resolution of Council proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Planning Certificate – Part 2:

Planning Proposal - Response to Low Rise Medium Density Code

Applies to land: Certain land in the Pittwater Local Environmental Plan 2014 (PLEP 2014) and Manly Local Environmental Plan 2013 (MLEP 2013)

Outline: Seeks to amend the PLEP 2014 and MLEP 2013 in response to issues arising from the future implementation of the NSW Governments’ SEPP (Exempt and Complying Development) Amendment (Low Rise Medium Density Code). The intent of the Planning Proposal is to prohibit:

- manor houses and multi-dwelling housing (including terraces) in zone R2 Low Density Residential zone under the Manly LEP 2013
- dual occupancy in zone R2 Low Density Residential zone under the Manly LEP 2013 and Pittwater LEP 2014
- multi-dwelling housing and dual occupancies in the R3 Zone in the Warriewood Valley under Pittwater LEP 2014

Council resolution: 26 June 2018

Planning Proposal - rezone deferred land within the Oxford Falls Valley & Belrose North area

Applies to land: Land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 and land zoned E4 Environmental Living under WLEP 2011 at Cottage Point (Boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011
- Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011

- Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011
- Include various parcels of land as having additional permitted uses under Schedule 1 of WLEP 2011

Council resolution: 24 February 2015

Planning Proposal - 28 Lockwood Avenue, Belrose

Applies to land: 28 Lockwood Avenue, Belrose

Outline: Amends WLEP 2011 to:

- Permit additional land uses of 'residential flat building' and 'multi dwelling housing' on that part of the land fronting Lockwood Avenue only
- Prohibit the granting of development consent for a residential flat building or multi-dwelling housing on the land unless a minimum Floor Space Ratio of 0:5:1 is provided on the site for commercial premises.

Council resolution: 28 November 2017

Planning Proposal - Freshwater Village Carpark Reclassification

Applies to land: Oliver Street carpark and Lawrence Street carpark, Freshwater

Outline: Amends WLEP 2011 to:

- Amend Schedule 4 Part 1 to include reference to the land
- Amend LZN_010 map to change the zoning from RE1 - Public Recreation to SP2 - Infrastructure
- Amend HOB_010 map to implement a maximum height of building of 3 metres.

Council resolution: 27 November 2018

Additional Information Applying To The Land

Additional information, if any, relating to the land the subject of this certificate:

Nil

General Information

Threatened Species

Many threatened species identified under the *Biodiversity Conservation Act 2016* (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the former Local Government Area of Warringah (now part of Northern Beaches). Council's Natural Environment unit can be contacted to determine whether any site specific information is available for this property. Records of threatened flora and fauna are also available from the NSW Office of Environment and Heritage's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>

Potential threatened species could include:

(a) threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under Schedule 1 of the *Biodiversity Conservation Act 2016*, and/or

(b) one or more of the following threatened ecological communities as described in the final determination of the scientific committee to list the ecological communities under Schedule 2 of the *Biodiversity Conservation Act 2016*:

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

Bush fire

Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bush fire matters. Contact NSW Rural Fire Service.

Aboriginal Heritage

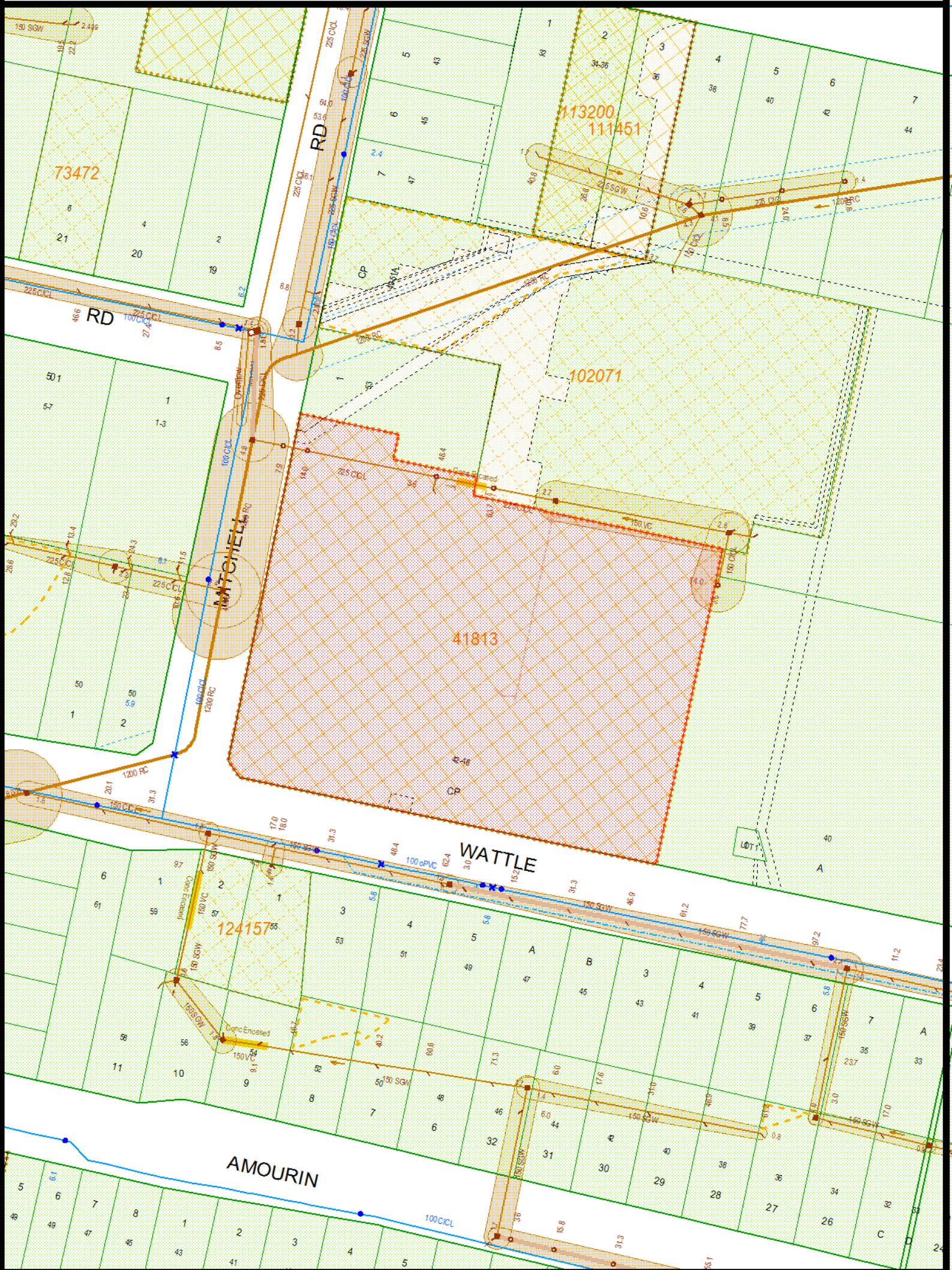
Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with the Office of Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal place under the *National Parks and Wildlife Act 1974* (NSW). The carrying out of works may be prevented on land which is likely to significantly affect an Aboriginal object or Aboriginal place. For information relating to Aboriginal sites and objects across NSW, contact: Aboriginal Heritage Information Management System (AHIMS) on (02) 9585 6345 or email AHIMS@environment.nsw.gov.au. Alternatively visit <http://www.environment.nsw.gov.au/licences/AboriginalHeritageInformationManagementSystem.htm>.

Coastal Erosion

Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.



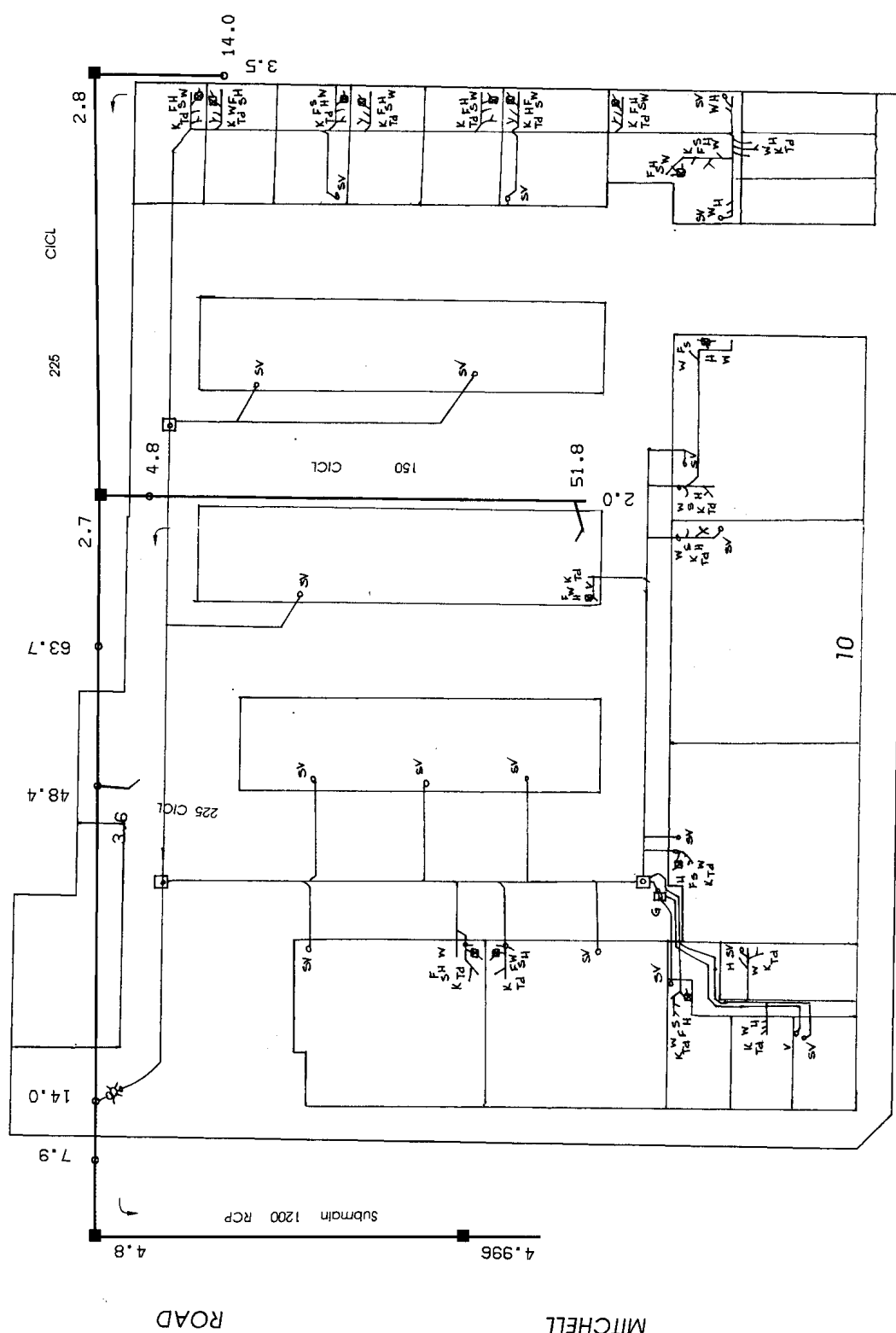
Ray Brownlee PSM
Chief Executive Officer
14/08/2019



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.

152767

A3 SIZE DIAGRAM



ROAD

WATTLE

[illegible]

SEWER AVAILABLE

The sewer is not available and a special inspection is involved because the suitability of the drainage in relation to the eventual position of the existing and proposed sewers, manholes, structures, boundaries, mains and service connections shall be ascertained by inspection of records at the Board's Business Offices. Section 35 Of Act. Position of structures, boundaries, mains and service connections are approximate only and the outlines of buildings may have been drawn from existing plans submitted. Discrepancies in outline can occur from amendment to these plans and the drawings will be drawn up by the Board after completion of the work. The recommended location of drainage lines is recommended.

This document only indicates availability of sewer and sewer services shown as existing on Board's records (B/C) Clause 73

M.W.S. & D.B.

SEWERAGE SERVICE DIAGRAM

WARRINGAH
COUNCIL OF
BROOKVALE

Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

PLUMBING Inspected

Inspector

Cert. Of Compliance No.

For Regional Manager

Boundary Trap is required

[illegible]

10

5. **RESEARCH DESIGN**

This diagram only indicates availability of a sewer and not sewerage service shown as existing in Board's records (84.1 m.w. 8, Clause 2).
It is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

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.