

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Ray White Parramatta Oatlands Northmead Greystanes Ground floor/31-39 Macquarie Street, Parramatta, NSW 2150 Australia	Phone: 02 9891 3333
co-agent		
vendor	Gaby Lahoud and Victoria Lahoud	
vendor's solicitor	Outcome Legal Pty Limited Unit 1, 11 Packard Avenue, Castle Hill NSW 2154 PO Box 2286, North Parramatta NSW 1750	Phone: 02 9890 8760 Email: info@outcomelegal.com.au Fax: Ref: DAE:DC:20232820
date for completion land (address, plan details and title reference)	42nd day after the contract date 40/163-171 Hawkesbury Road, Westmead, New South Wales 2145 Registered Plan: Lot 20 Plan SP 78429 Folio Identifier 20/SP78429	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commercial Unit	
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"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> other:	<input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna	
exclusions			
purchaser			
purchaser's solicitor			
price			
deposit	_____	(10% of the price, unless otherwise stated)	
balance			
contract date	(if not stated, the date this contract was made)		

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

GST AMOUNT (optional) The price EXCLUDES GST of: \$
 buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30)

NO yes

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

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an **GSTRW payment**
(GST residential withholding payment)

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

List of Documents

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

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

SMS Strata

PO Box 2692, NORTH PARRAMATTA NSW 1750

Phone: 9683 5400

admin@smsstrata.com.au

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose.
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

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

BETWEEN

Gaby Lahoud and Victoria Lahoud

(Vendor)

And

(Purchaser)

1. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

If the purchaser fails to complete this contract on or before the completion date and a notice to complete is served by the vendor's solicitor, then the purchaser is liable for the vendor's legal costs for preparation and service of the notice to complete in the agreed sum of \$330.00 including GST. The purchaser acknowledges that payment of such sum on or before completion is an essential condition of this contract.

2. Death or incapacity

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

3. Amendments

The printed form of the contract is to be amended as follows:

- (a) Clause 6 is amended by deletion of the words "or anything else and".

- (b) Clause 7 is amended by deleting the words “(including a claim under clause 6)” and inserting “(for compensation for error or misdescription)”.
- (c) Clause 7.1.1 is amended to read “the total amount claimed exceeds 1% of the price”.
- (d) Clause 12 is amended by inserting the following at the end of the clause: “In this clause, “certificate” does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.”
- (e) Clause 14.4.2 is deleted;
- (f) Clause 23.6.1 is deleted and replaced with “The vendor is liable for any instalments due before the contract date.”
- (g) Clause 23.6.2 is deleted and replaced with “The purchaser is liable for all contributions and instalments due on or after the contract date.”
- (h) Clause 23.7 is deleted.
- (i) Clause 23.13 is deleted and replaced with “The purchaser(s) must arrange and order their own Section 184/Section 26 Certificate. The vendor(s) hereby authorises the purchaser(s) and/or its solicitor/conveyancer to order and obtain a section 184/section 26 certificate.”
- (j) Clause 23.14 to be deleted and replaced with “The purchaser(s) must provide the vendor(s) with the Section 184/Section 26 Certificate at least 7 days prior to settlement.”

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair; including any holes or marks as a result of the removal by the Vendor of picture frames, paintings, hanging mirrors, television brackets or other brackets or items etc;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause 4.

5. Late completion

In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

6. Agent

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

7. Building Certificate

(a) The vendor does not have a building certificate.

(b) The purchaser is not entitled to require the vendor to:

(i) apply for or do anything to obtain a building certificate; nor

(ii) comply with the local council's requirements for the issue of a building certificate.

(c) Completion of this contract is not conditional on the vendor or the purchaser obtaining a building certificate and the printed form of the contract condition 12.1 is amended by excluding a building certificate.

8. Land Tax and Outgoings

a) The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, however, if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error to reimburse each other accordingly after settlement.

- b) In the event that the Vendor has paid or is liable to pay land tax for the year current as at the date of apportionment, and notwithstanding any provision to the contrary contained herein, the amount paid or payable by the Vendor in respect of the property shall be adjusted as between the Vendor and the Purchaser.

This clause shall not merge on completion.

9. Release of deposit for payment of a deposit and stamp duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors have purchased before date of settlement hereof.

10. GST

Notwithstanding anything else herein contained, the parties acknowledge that the purchase price excludes GST and the purchaser must pay the vendor the GST amount in addition to the purchase price on completion. The vendor will provide the purchaser with a Tax Invoice on completion for the GST payable.

11. Purchaser being a Proprietary Company

- (a) In the event of the Purchaser being a Proprietary Company this Contract shall be executed by the Purchaser Company by the Directors of the Company who by their execution hereof shall personally both jointly and severally guarantee the performance of all the terms and conditions of this Contract.
- (b) The Guarantor guarantees to the Vendor the due payment of all moneys payable under this Agreement and the due performance and observance by the Purchase of all the covenants and conditions contained in this Agreement and on the part of the Purchaser to be performed and observed.
- (c) The Guarantor further guarantees that if the Purchaser defaults in any such payment or in the performance of any such obligation, the Guarantor will pay

such moneys to the Vendor immediately on demand and will pay to the Vendor all such damages as the Vendor suffers arising from such default.

- (d) It is agreed that the liability of the Guarantor will not be affected by the granting of time or other indulgence or concessions to the Purchaser or to the Guarantor or either of them or by the compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Vendor against the Purchaser or against the Guarantor or either of them or by any neglect or omission to enforce such rights.
- (e) This guarantee is a continuing guarantee and is to remain in force and effect until the payment of all moneys and due performance and observance by the Purchaser of all the covenants and conditions on its part to be performed and observed in accordance with the terms of this Agreement.

12. Christmas Break

Notwithstanding anything else herein contained, the Vendor will not be required to complete this Contract during the period commencing 1pm on 20 December of this current year and ending at 5pm on 14 January in the following year (the "Holiday Period"). If the completion date noted on page 1 of this Contract (or any later date as mutually agreed in writing between the parties to be the completion date) falls during the Holiday Period, then the completion date of this contract will deemed to be 15 January in the following year. Neither party will be entitled to issue a notice to complete against the other party between 20 December of the current year and 14 January of the following year. The purchaser cannot make any requisition, objection, claim for compensation, delay completion, rescind or terminate this Contract because of any matter referred to in this clause.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 20/SP78429

SEARCH DATE	TIME	EDITION NO	DATE
31/10/2023	12:05 PM	6	2/9/2018

LAND

LOT 20 IN STRATA PLAN 78429
AT WESTMEAD
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

GABY LAHOUD
VICTORIA LAHOUD
AS JOINT TENANTS (T AK596872)

SECOND SCHEDULE (3 NOTIFICATIONS)

- INTERESTS RECORDED ON REGISTER FOLIO CP/SP78429
- AI466829 LEASE TO WESTMEAD OMFS PTY LIMITED OF SUITE 40,
163-171 HAWKESBURY ROAD, WESTMEAD. EXPIRES: 31/1/2019.
OPTION OF RENEWAL: 5 YEARS.
- AK596873 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glsoutcl

PRINTED ON 31/10/2023

New South Wales
Real Property Act 1900



AI466829L

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

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased
Folio Identifier 20/SP78429 Being Suite 40, 163-171, Hawkesbury Road, Westmead, NSW, 2145

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	INGATE & ASSOCIATES 61 MUSTON STREET, MOSMAN, NSW, 2088	L
	Reference: SCAI MOBILE 0416 204 323	

(C) LESSOR

INTREPID MGT INVESTMENTS PTY LIMITED ABN 65 074 628 667

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

(D)

Encumbrances (if applicable):

(E) LESSEE

WESTMEAD OMFS PTY LIMITED ACN 165 732 098

TENANCY:

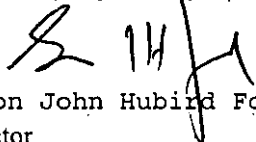
- (G) 1. TERM Five (5) years
2. COMMENCING DATE 1 February 2014
3. TERMINATING DATE 31 January 2019
4. With an OPTION TO RENEW for a period of Five (5) years set out in clause 4 of Annexure A
5. With an OPTION TO PURCHASE set out in clause N.A. of N.A.
6. Together with and reserving the RIGHTS set out in clause N.A. of N.A.
7. Incorporates the provisions or additional material set out in ANNEXURE(S) A and B hereto.
8. Incorporates the provisions set out in N.A. No. N.A.
9. The RENT is set out in item No. 13 A of Annexure A


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DATE 1ST FEBRUARY 2014

(H) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.


Company: INTREPID MGT INVESTMENTS PTY LIMITED ABN 65 074 628 667
Authority: section 127 of the Corporations Act 2001

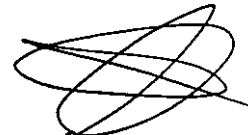
Signature of authorised person: 
Name of authorised person: Simon John Hubird Ford
Office held: Director

Signature of authorised person: 
Name of authorised person: Julie Derks Ford
Office held: Director

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

Company: WESTMEAD OMFS PTY LIMITED ACN 165 732 098
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: 
Name of authorised person: Anthony Naim
Office held: Director

Signature of authorised person: 
Name of authorised person: Khaled Zoud
Office held: Director

(I) STATUTORY DECLARATION*

I solemnly and sincerely declare that—

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

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

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

Justice of the Peace (J.P. Number: _____) Practising Solicitor
 Other qualified witness [specify] _____

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

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

Signature of witness: _____ Signature of applicant: _____

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



ANNEXURE A

Item 13
(cl 5)

A Rent:

For the lease period:

From the commencement date
to the first rent review date:

\$52,782.00 per annum (Inclusive of GST)
by monthly installments of \$4,398.50 ~~\$4,398.00~~ ^{\$4,398.50}
(Inclusive of GST) payable in advance. JDF

Afterwards:

At the new yearly rent beginning on
each review date by monthly
installments of one twelfth of the
new yearly rent.

For the further period in item 12A:

From the commencement date
to the first rent review date:
(for example: Current market rent)

Current Market Rent

Afterwards:

At the new yearly rent beginning on
each review date by monthly
installments of one twelfth of the
new yearly rent.

For the further period in item 12B:

From the commencement date
to the first rent review date:
(for example: Current market rent)

Not Applicable

Afterwards:

Not Applicable

Item 13
(cl 15)

B GST:

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

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ANNEXURE A

Item 14
(cl 5)

Outgoings:

A Share of outgoings: 100%

B Outgoings -

- (a) local council rates and charges;
- (b) water sewerage and drainage charges;
- (c) land tax paid or payable by the lessor without deducting the threshold from the taxable value of the property;
- (d) insurance
- (e) all levies and contributions of whatsoever nature determined and/or levied by the owners corporation with the exception of any special levy in respect of the strata scheme of which the property forms part (if applicable);
- (f) any management or letting fee payable by the agent.

The property leased, fairly apportioned to the period of this lease.

Item 15
(cl 5.1.5)

Interest rate: Ten percent (10%)

Item 16
(cl 5.4)

Rent review:

Rent review date	Method or rent review	If Method 1 applies (the Increase should show a percentage or amount)
------------------	-----------------------	---

Following exercise of the option

SEE NEXT PAGE

Method 1 is a fixed amount percentage.

Method 2 is Consumer Price Index.

Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 17
(cl 6.1)

Permitted use: Medical/Dental/Specialist Surgery practice

Item 18
(cl 8.1.1)

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

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ANNEXURE A

Item 19 **Bank Guarantee:** Not Applicable
(cl 16)

Item 20 **Security Deposit:** \$13,195.00 being 3 months' rent (inclusive of GST)
(cl 17)

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

Form of lease and amendments

To the extent permitted by law, both the lessor and the lessee acknowledge and agree that the retail lease act 1994 does not apply to this lease and that the lessor will not be providing a lessor's disclosure statement or any such similar document. The parties have used the form of the law society of nsw "retail lease" for their own ease and convenience and the provisions of this lease as executed by the parties shall otherwise apply and the following clauses of the printed provisions of this lease shall be and shall be deemed to be amended or completed as follows:

Item 13 **B. GST**
(cl 15)

Clause 15.1 is deleted and the following substituted: "the rent and all other monies payable to the lessor are inclusive of Goods and Services Tax (GST) at a rate of 10 %."

Item 16 **Rent Review**
(cl 5.4)

Rent review date method of rent review

- 1 February 2015 CPI (method 2) or fixed at 3 % (method 1) whichever is the greater
- 1 February 2016 CPI (method 2) or fixed at 3 % (method 1) whichever is the greater
- 1 February 2017 CPI (method 2) or fixed at 3 % (method 1) whichever is the greater
- 1 February 2018 CPI (method 2),or fixed at 3 % (method 1) whichever is the greater
- 1 February 2019 Current Market Rent (method 3)
- 1 February 2020 CPI (method 2) or fixed at 3 % (method 1) whichever is the greater
- 1 February 2021 CPI (method 2) or fixed at 3 % (method 1) whichever is the greater
- 1 February 2022 CPI (method 2) or fixed at 3 % (method 1) whichever is the greater
- 1 February 2023 CPI (method 2) or fixed at 3 % (method 1) whichever is the greater

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ANNEXURE A

Clause 5 Money
What money must the lessee pay?

5.1.9 By deleting "but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the Retail Leases Act 1994" from clause 5.1.9.

5.3 By deleting the words "in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved" from the end of clause 5.3;

Method 3. By reference to current market rent.

5.12 By deleting "can be higher or" from the first line of this clause and substituting "cannot be".

10.7 By deleting clause 10.7 and replacing it with the following:

"The lessee can sublet, grant a concession, share or part with the possession of the whole or any part of the premises or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which will not be unreasonably withheld, refused or delayed."

10.8 By inserting new clause 10.8 as follows:

"Notwithstanding anything herein contained in this clause 10, the lessee will be entitled to assign this lease or sublet the whole or part of the premises to any related body corporate (as that term is defined in the *Corporations Act 2001 (Cth)*) without the lessor's consent and the lessee's obligations under clauses 10.1 and 10.7 will be satisfied by the lessee notifying the lessor in writing of the assignment or sublease following such assignment or sublease."

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ANNEXURE A

SPECIAL CONDITIONS

1. WATER USAGE CHARGES

Without limiting the generality of the other provisions of this Lease in addition to the base rent the lessee shall pay the total amount of accounts payable to Sydney Water for water usage; trade waste (commercial) quality charges; wastesafe greasy waste processing charges; trade waste agreement fee and any other charges by Sydney Water arising from or in connection with the use of the premises by the lessee.

2. SIGNAGE

The lessor shall use its best endeavours to have the manager of the building of which the premises form part to allow the lessee to place such signage or other information as is desired by the lessee and is reasonable in the foyer to such building. The lessor shall not be required to compensate the lessee in the event that such endeavours are unsuccessful.

3. CONFIDENTIALITY

This Lease is strictly confidential to the parties hereto and accordingly no party will disclose or permit to be disclosed any of the terms of this Lease to any person not being a party to this Lease without first consulting and agreeing with the other party as to the terms of that disclosure but the following disclosures will not be deemed to be a breach of this clause:

- (a) disclosures made to professional advisors in relation to advice or opinions required pursuant to the terms and provisions of this Lease; or
- (b) disclosures of information which is public knowledge other than as a result of unauthorised disclosures by the parties.

4. LICENCING

The Lessee shall be entitled to grant a licence to use any of the consulting rooms which form part of the property leased to registered doctors or dentists on an occasional or sessional basis without the lessor's consent.

5. ESTIMATE OF OUTGOINGS

Notwithstanding the provisions hereof, the lessor may from time to time notify the lessee of the reasonable estimate of the lessor of the outgoings for any period not exceeding one (1) year in advance whereupon the lessee will pay to the lessor during such period of the estimate the amount of the estimate by equal monthly installments in advance at the time of the payment by the lessee of the rent PROVIDED ALWAYS that upon the review of outgoings any necessary adjustment between the estimated and actual outgoings payable by the lessee shall be made and any refund to or further payment by the lessee shall be allowed or made by the lessor or the lessee accordingly within thirty (30) days.

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ANNEXURE A

6. NON-REMOVAL OF CERTAIN FIXTURES OF THE LESSEE WHEN THIS LEASE ENDS

Notwithstanding the provisions hereof the lessor and the lessee shall be entitled by written notice to the other party declare that the lessee will not be required to remove the cupboards and sinks from the four consulting rooms and the cupboard storage shelves and working benches from the reception area ("the lessee's fixtures") from the premises when this lease or any option for a further term ends and thereupon the lessee's fixtures shall become the property of the lessor and the lessor shall not be required to make any payment to the lessee in relation to the lessee's fixtures. If either the lessor or the lessee gives such notice then the make good provisions of clause 12.3 shall not apply to the lessee's fixtures.

7. TRADING HOURS

Unless prohibited by law, the lessee may trade from the premises properly and efficiently without interruption or interference from the lessor 24 hours a day 7 days a week.

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ANNEXURE B

PAGE 1 OF 13 PAGES

ANNEXURE B

SEE A SOLICITOR ABOUT THIS LEASE

Lessor:

Lessee:

This annexure consists of 13 pages.

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

CONTENTS

CLAUSE	SUBJECT	PAGE	CLAUSE	SUBJECT	PAGE
1	Form of this Lease.....	2	11	Lessor's other Obligations.....	9
2	Parties.....	2	12	Forfeiture and End of Lease	9
3	The Property.....	2	13	Guarantee	10
4	Lease Period.....	2	14	Exclusions, Notices and Special Clauses.....	10
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6	Use	5	16	Bank Guarantee	11
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9	Access	7			
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RETAIL LEASE CERTIFICATE

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

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

I certify that:

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

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Date

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Signature

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NAME (BLOCK LETTERS)

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CLAUSE 1 FORM OF THIS LEASE

What are the parts to this lease?

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

CLAUSE 2 PARTIES

Who are the parties to this lease?

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

CLAUSE 3 THE PROPERTY

What property is leased?

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

CLAUSE 4 LEASE PERIOD

How long is this lease for?

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

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.

- 4.5 After exercising the option the lessee must continue to pay all rents and outgoing on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.

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- 4.6 A new lease will be the same as this lease except for –
- 4.6.1 the new rent;
 - 4.6.2 the commencement date and the termination date;
 - 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
 - 4.6.4 item 12B becoming item 12A;
 - 4.6.5 adjustment of item 12C in the schedule; and
 - 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

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

CLAUSE 5 MONEY

What money must the lessee pay?

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

A request for payment can be made –

- 5.3.1 after the lessor has paid an outgoing; or
- 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

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

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

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ANNEXURE B

PAGE 4 OF 13 PAGES

When and how is the rent to be reviewed?

- 5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.
- If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.
- 5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

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

Method 2. By reference to Consumer Price Index.

- 5.8 In this case –
- take the yearly rent as of the last review date or if none, the rent at the commencement date (SX).
 - divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1).
 - multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (SY), written as a formula –

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

- 5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

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

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ANNEXURE B

PAGE 5 OF 13 PAGES

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

CLAUSE 6 USE

How must the property be used?

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

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ANNEXURE B

PAGE 6 OF 13 PAGES

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

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

- 7.1 The lessor must –
 - 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
 - 7.1.2 maintain the property in a structurally sound condition; and
 - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
 - 7.2.1 alter or improve the property; or
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
 - 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
 - 7.3.2 maintain and decorate the shop front if the property has one;
 - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – 'decorate' here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
 - 7.3.4 where the property is a lot in a strata scheme:
 - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
 - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
 - 7.5.1 do the work immediately if there is an emergency; and
 - 7.5.2 do the work promptly and diligently in any other case.

If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.

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- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

- 8.1 The lessee must keep current an insurance policy covering --
- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
 - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

- 8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) --
- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
 - 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
 - 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
 - 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and
 - 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the lessor's rights of access to the property?

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of --
- 9.1.1 inspecting the condition of the property, or how it is being used; or
 - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

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CLAUSE 10 TRANSFER AND SUB-LEASE

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

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

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

What are the lessor's other obligations?

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoing for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor –
- 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
 - 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
 - 11.3.2.1 allow reasonable use of the facilities and service connections including –
 - the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
 - access by the lessee to service connections; and
 - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
 - 11.3.2.2 maintain the facilities and service connections in reasonable condition.

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

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

- 12.1 This lease ends –
 - 12.1.1 on the date stated in item 3 in the schedule; or
 - 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
 - 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if –
 - 12.2.1 the lessee has repudiated this lease; or
 - 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
 - 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
 - 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.
- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
 - 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and
 - 12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.

Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.
- 12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –
 - 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
 - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
 - clause 4;
 - clauses 5.4 to 5.21 inclusive; and
 - clause 6.2 unless consent has previously been given;
 - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
 - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include –
 - 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
 - 12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoing);
 - 12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);
 - 12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);
 - 12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and
 - 12.5.6 the obligations of the lessee in clause 15 (dealing with GST).

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

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
- 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
 - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

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CLAUSE 15 GOODS AND SERVICES TAX

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

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

CLAUSE 16 BANK GUARANTEE

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

CLAUSE 17 SECURITY DEPOSIT

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

CLAUSE 18 STRATA CONVERSION

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

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

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IMPORTANT NOTES

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

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

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

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

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

.....
Solicitor for the lessor

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP78429

SEARCH DATE	TIME	EDITION NO	DATE
31/10/2023	12:08 PM	1	7/2/2007

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 78429
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WESTMEAD
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF ST JOHN COUNTY OF CUMBERLAND
TITLE DIAGRAM SP78429

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 78429
ADDRESS FOR SERVICE OF DOCUMENTS:
163-171 HAWKESBURY ROAD
WESTMEAD
NSW 2145

SECOND SCHEDULE (22 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 SP78428 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP78428
- 3 ATTENTION IS DIRECTED TO THE COMMERCIAL/RETAIL SCHEMES MODEL BY-LAWS CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE AT THE DATE OF REGISTRATION OF THE SCHEME
- 4 F502132 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN DP1103448
- 5 F512915 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN DP1103448
- 6 DP1103448 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1103448 POSITIVE COVENANT
- 8 DP1103448 RIGHT OF ACCESS 5.5, 6 METRE(S) WIDE AND VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1103448 RIGHT OF ACCESS 5.5, 6 METRE(S) WIDE AND VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1103448 RIGHT OF ACCESS TO AND OVER STAIRS LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1103448 RIGHT OF ACCESS TO AND OVER STAIRS LIMITED IN STRATUM

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SECOND SCHEDULE (22 NOTIFICATIONS) (CONTINUED)

- 12 DP1103448 APPURTENANT TO THE LAND ABOVE DESCRIBED
RIGHT TO USE LIFT LIMITED IN STRATUM AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1103448 RIGHT OF ACCESS LIMITED IN STRATUM AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1103448 RIGHT OF ACCESS LIMITED IN STRATUM APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 15 DP1103448 RIGHT TO USE OPEN SPACE LIMITED IN STRATUM
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1103448 RIGHT OF ACCESS TO AND OVER STAIRS LIMITED IN STRATUM
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 17 DP1103448 RIGHT TO USE LIFT LIMITED IN STRATUM AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 18 DP1103448 EASEMENT FOR KITCHEN EXHAUST LIMITED IN STRATUM
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 19 DP1103448 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
- 20 DP1103448 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 21 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN DP1103448
- 22 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR
SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1973. SEE SP78428

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 78429

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	41	2	46	3	41	4	41
5	57	6	31	7	45	8	42
9	57	10	31	11	45	12	41
13	58	14	31	15	45	16	45
17	35	18	43	19	35	20	65
21	43	22	43	23	39		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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NSW legislation

Strata Schemes Management Regulation 2005

Historical version for 1 July 2009 to 30 June 2010 (accessed 31 October 2023 at 12:26)

Schedule 5

Schedule 5 Model by-laws for commercial/retail schemes

(Clause 27)

1 Vehicles

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

2 Obstruction of common property

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

3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.

(5) Despite section 62 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, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in clause (3) that forms part of the common property and that services the lot.

4 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier (including all customers and staff) 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.

5 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 prior written approval of the owners corporation.

6 Cleaning windows and doors

The owners corporation must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lots, whether a part of a lot or common property.

7 Garbage disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
- (b) must ensure that before 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, and
- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) 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, and

- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (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, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (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.
- (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.

8 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.

9 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot).

10 Preservation of fire safety

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

11 Prevention of hazards

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

12 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- (a) security services,
 - (b) promotional services,
 - (c) advertising,
 - (d) cleaning,

- (e) garbage disposal and recycling services,
 - (f) electricity, water or gas supply,
 - (g) telecommunication services (for example, cable television).
- (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.

Note—

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

13 Controls on hours of operation and use of facilities

- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
 - (b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

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.

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STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

STRATA MANAGEMENT STATEMENT

"DAHER CENTRE"

Nos. 163-171 HAWKESBURY ROAD, WESTMEAD

ROBINSON & DAVIES PTY LTD

Solicitors

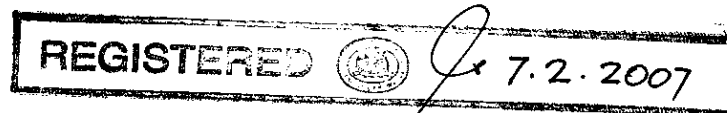
12 SYDNEY JOSEPH DRIVE

SEVEN HILLS NSW 2147

PH: 9838-7147

FAX: 9838-7689

DX 8115 BLACKTOWN



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PART 1

INTRODUCTORY

Section 1

- 1.1 The building management statement is a set of rules that regulate the management and operation of the building which is subdivided by a plan of subdivision containing stratum lots.
- 1.2 The management statement confers rights and imposes obligations on the owners and occupiers of lots in the building. It contains provisions about meetings, financial management and maintenance of shared facilities.
- 1.3 The management statement has effect as an agreement binding any person in whom the fee simple of any part of the building is vested for the time being or the mortgagee in possession or lessee of any such part.

Section 2

Definitions and Interpretation

In this Statement, unless a contrary intention occurs

"Approved Maintenance Agreement" means a maintenance agreement for a Shared Facility approved in accordance with clause 10.3.

"Building" means all composite parts, including the carpark, commercial/retail and residential units.

"Building Management Committee" means the committee to be formed under Section 3.

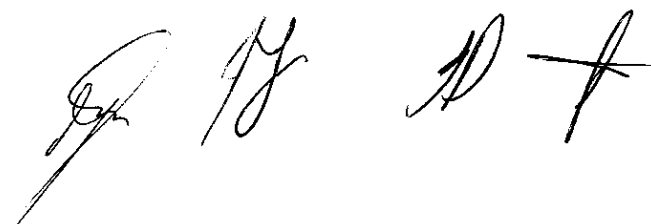
"By-Laws" means the by-laws included in this Management Statement.

"Common Property" means so much of the parcel as from time to time are not comprised in any lot.

"Common Property Expenses" means invoices and accounts incurred in relation to the repair, maintenance and renewal of Common Property.

"Insurance" means all insurances required to be effected under Section 16 with an Approved Insurer in which more than one Owner has an interest and any other insurance determined by Unanimous Resolution to be Insurance.

"Lot" means a lot in the stratum plan of subdivision.



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"Ordinary Resolution" means a resolution approved by a simple majority vote taken at a General Meeting at which a quorum is present and voting.

"Owner" means a party bound by this Statement and "Owners" means all or some of those parties.

"Shared Facility" or "Shared Facilities" means the car park and includes all services, machinery and equipment.

"Statement" means the Building Management Statement.

"Unanimous Resolution" means a resolution of the Building Management Committee in favour of which all votes of the members of the Building Management Committee entitled to vote are cast.

PART 2

SECTION 3


Establishment of Building Management Committee

- 3.1 There is hereby established a Building Management Committee comprised of:
- (a) One representative of each lot or the Owners Corporation if the lot is subdivided by a Strata Plan.
 - (b) Each representative must give to each other representative written notice of its address, telephone and facsimile numbers and the name, address, telephone and facsimile numbers of the person who for the time being is to represent it at meetings of the Building Management Committee.
 - (c) A representative may at any time give to each other representative written notice of the name, address, telephone and facsimile number of a replacement representative.
- 3.2 The committee must be established within one month after registration of the management statement and must always be maintained.

SECTION 4

Office Bearers

The Building Management Committee must appoint one of its members to act as chairman. The chairman shall preside at any general meeting of the Committee at



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which he is present and, in his absence from any such meeting, the persons present at that meeting and entitled to vote on motions submitted at that meeting may elect one of their number to preside at that meeting and the person so elected shall, while he is so presiding, be deemed to be the chairman.

The Building Management Committee may appoint a member to be treasurer and secretary but may agree not to do so.

SECTION 5

Functions of Committee

5.1 Functions of Committee

The functions of the Building Management Committee established under Section 3 are to:

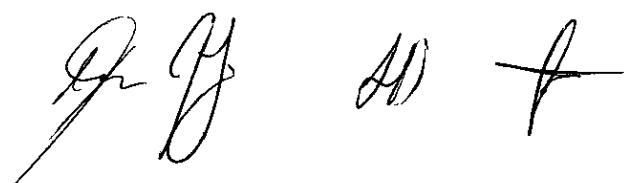
- (a) consider any proposal submitted to the Building Management Committee by an Owner in accordance with Section 10.1;
- (b) consider a recommendation submitted to the Building Management Committee by an Owner for a maintenance agreement in accordance with Section 10.3;
- (c) consider a request by an Owner that a dispute be referred to the Consumer, Trader and Tenancy Tribunal in accordance with Section 11.3;
- (d) consider and determine any other matter which the Owners unanimously determine should be considered by the Building Management Committee.

SECTION 6

Meetings of Committee

6.1 Convening Meetings

- (a) The secretary must convene a meeting of the Building Management Committee if:
 - (1) convened by Ordinary or Unanimous Resolution;
 - (2) requested by notice in writing by an Owner not being an Owner whose maintenance contributions remain outstanding setting out the issue or proposal required to be addressed; or

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- (3) no other meeting has been held in the preceding 12 months period on each anniversary of the date of this Statement.
- (b) At least 7 days' notice of a meeting must normally be given. In the case of an emergency, shorter notice may be given.

6.2 Secretary to Prepare Notices

The Secretary must prepare and distribute notices of meetings and agendas for meetings, prepare minutes of all its meetings and distribute those minutes to each Owner within 14 days of the relevant meeting.

SECTION 7

Quorum

At any meeting of the Building Management Committee a quorum will consist of half of the representatives for the time being of the Building Management Committee. If a quorum is not present within half an hour from the time appointed for a meeting, the meeting will be adjourned for 2 business days to be held at the same time and at the same place notified for the original meeting. The quorum for the adjourned meeting will be that number of representatives present at the time appointed for the adjourned meeting.

SECTION 8

Voting

At all meetings of the Building Management Committee a member is entitled through its representative to exercise voting as follows:

Lot 100 - 2 votes


Lots 101 and 102- 1 vote each, being SP78428 and SP78429 respectively.

SECTION 9

Building Management Committee Decisions

9.1 Ordinary Resolution

A decision of the Building Management Committee may be made by an Ordinary Resolution unless otherwise specified in this Statement.



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9.2 Unanimous Resolution

The Building Management Committee may by Unanimous Resolution appoint one or more of its members to perform any of its powers, authorities, duties or functions.

SECTION 10

Submissions to Building Management Committee

10.1 Proposals

Subject to Section 10.6, an Owner may submit to the Building Management Committee a proposal to:

- (a) vary, modify, repair, renew or replace a Shared Facility;
- (b) recommend an additional facility that an Owner may wish to have installed as a Shared Facility in the Building;
- (c) vary the proportion of those costs payable by the Owners for a Shared Facility;
- (d) alter the external appearance of the Building;
- (e) maintain, repair, refurbish or replace any external area of the Building;
- (f) amend this Statement.

10.2 Submission of Proposals

A proposal submitted to the Building Management Committee under Section 10.1 must be in writing and submitted to the Secretary who must then submit copies to each Owner's representative on the Building Management Committee.

10.3 Maintenance Agreements

- (a) The Building Management Committee must, obtain quotations from three contractors should there be a proposal for maintenance agreements for the Shared Facilities. The quotations, where applicable, must contain sufficient detail to enable an Owners Corporation to identify the relevant component of the costs in respect of a Shared Facility.
- (b) The Building Management Committee must within 14 days of each member receiving a submission under Section 10.3(a) meet to consider and decide on the proposal.



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- (c) The decision as to whether a proposed maintenance agreement submitted under Section 10.3(a) becomes an Approved Maintenance Agreement for the Shared Facilities will be made by Ordinary Resolution.
- (d) The Building Management Committee must approve by Ordinary Resolution details of all proposed variations of, additions to, alterations to, or renewals of any Approved Maintenance Agreement for the Shared Facilities.

10.4 Alterations to Shared Facilities

The Building Management Committee may by Unanimous Resolution vary, modify, add a new facility, repair, renew or replace the Shared Facilities and those variations when made and recorded in the minutes will be treated as amending the Schedule.

10.5 Alterations of Apportionment of Shared Facility Expenses

The Building Management Committee may by Unanimous Resolution vary the Shared Facility Expenses and the share of those costs payable by the Owners and those variations when made and recorded in the minutes will be treated as amending the Schedule.

10.6 Submission Restriction

Notwithstanding any other clause of this Statement, the Owners agree that an Owner has no right to make a submission to the Building Management Committee under Section 10.1 to consider any matter in connection with a Shared Facility other than those to which an Owner has an obligation to pay a share of the Shared Facility Expenses.

10.7 Daher Centre

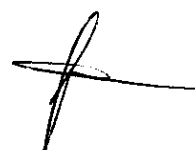

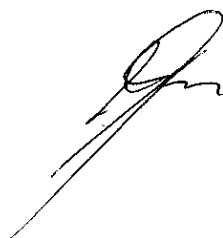
The Building the subject of this scheme shall be known as the Daher Centre. Any proposal to alter the name will require a unanimous resolution.

SECTION 11

Disputes

11.1 Notice of Dispute

- (a) Subject to Section 11.1(b), an Owner at any time may write to all or any of the other Owners, notifying those Owners of a dispute or complaint concerning a matter in this Statement. The Secretary must always be notified.
- (b) The Owners agree that:



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- (1) any decision made by the Building Management Committee by a valid resolution in accordance with this Statement will not be the subject of referral for decision pursuant to this section 11; and
 - (2) only the Owners affected by the matter the subject of any dispute or complaint will be members of the Building Management Committee for the purposes of that matter. If there are only two Owners then the Special Resolution referred to in Section 11.3(b) must be a Unanimous Resolution.
- (c) The written notice referred to in paragraph (a) must:
- (1) identify the subject matter of the dispute or complaint;
 - (2) set out the facts upon which the dispute or complaint is based;
 - (3) identify the provisions of the Statement relevant to the dispute or complaint;
 - (4) have annexed copies of all correspondence and background information relevant to the dispute or complaint; and
 - (5) contain any particulars of the quantification of the dispute or complaint.

11.2 Committee to Meet

- (a) Upon receipt of the notification in Section 11.1(a), the Secretary must immediately give all Owners who received a notice under Section 11.1(a) a notice convening a meeting of the Building Management Committee to discuss the matter to be held on the next business day being at least 7 days after the notice of the meeting.
- (b) The Building Management Committee must meet at the time specified in the notice, unless otherwise agreed by Unanimous Resolution, to discuss and mutually reach a decision on the matter.

11.3 Referral to the Consumer Trader and Tenancy Tribunal

- (a) If the matter is not settled within 28 days from the time of receipt of the notice to the Secretary (which period may be extended by the written consent of all Owners) by mediation or conciliation between the Owners or by referral to an expert of the appropriate professional discipline, then any Owner may request the Secretary to immediately give all Owners a notice convening a further meeting of the Building Management Committee to discuss whether the dispute



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or complaint be referred within a further period of 10 days, to the Consumer Trader and Tenancy Tribunal for conciliation under the terms of the Act.

- (b) The Building Management Committee must meet at the time specified in the notice, unless otherwise agreed by Unanimous Resolution, to discuss and by Special Resolution to decide if the dispute or complaint should be so referred.

11.4 Referral to Arbitration

- (a) If there has been no decision to refer the matter to the Consumer Trader and Tenancy Tribunal, then any Owner may within a period of 14 days from the meeting referred to in Section 11.3 refer the dispute or complaint to arbitration in accordance with the provisions of the New South Wales Commercial Arbitration Act 1984 ("Arbitration Act").
- (b) In the case of referral of the dispute or complaint to arbitration in accordance with the provisions of the Arbitration Act the arbitrator will be the person holding the office of President of the Institute of Arbitrators or his/her nominee or if that office is abolished the person holding the equivalent office or his/her nominee.
- (c) The award made by such Arbitrator will be final and binding on both parties. Such award is to be a condition precedent to any legal proceedings which will be limited to enforcement of the award.

11.5 No Moneys to be Withheld

Provided the Secretary has complied with its obligations in this Statement in relation to the matter the subject of complaint or dispute, moneys that are or become due and payable by the Owners under this Statement must not be withheld because of referral of the dispute or complaint to the Consumer Trader and Tenancy Tribunal or because of arbitration proceedings.

11.6 Information Confidential

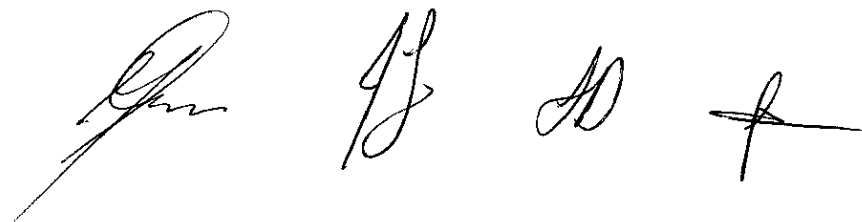
An Owner must not divulge any confidential information obtained from another Owner under this section 11.

SECTION 12

Service of Notices and Other Documents

12.1 Service

A notice, approval, consent or other communication in connection with this Statement:



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- (a) must be in writing; and
- (b) must be left at the address of the addressee, or sent by prepaid ordinary post to the address of the addressee or by facsimile to the facsimile number of the addressee notified by the addressee to the other Owners and if the addressee notifies another address or facsimile number then to that address or facsimile number.

12.2 Date when Effective

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

12.3 Receipt of Notices

A letter or facsimile is taken to be received:

- (a) if posted on the fourth day after posting;
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

PART 3

SECTION 13

Obligations and Rights of the Parties

13.1 General Obligations of the Owners

- (a) The Owners must:
 - (i) ensure the Building Management Committee is and remains properly constituted in accordance with the Act and this statement;
 - (ii) ensure the Insurance is effected and maintained in accordance with the Act and this Statement.

13.2 Nature of Owner's Obligations



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- (a) The obligations of the Owners under this Statement are several and not joint and accordingly no Owner incurs a liability to another party by reason only of the default of another Owner.
- (b) Each Owner must promptly comply with its obligations contained or implied in this Statement.
- (c) An Owner may not alter the external appearance of any external part of the building unless that alteration is sanctioned by a Unanimous Resolution.

SECTION 14

Renovation and Refurbishment

14.1 Owners to Meet

The Owners must at intervals of not less than 7 years commencing from the date of this Statement, call a meeting of the Building Management Committee to meet to discuss the state of the repair of the exterior of the Building and if the Building Management Committee by Unanimous Resolution consider it necessary it will prepare a detailed plan to carry out Refurbishment Works so as to re-establish the exterior Building.

14.2 Plan preparation

- (a) The Building Management Committee must prepare a detailed plan for the Refurbishment Works including costings and funding arrangements.
- (b) The decision as to whether the plan will be implemented will be made by a Unanimous Resolution.

14.3 Effecting works

Upon the Building Management Committee reaching agreement under Section 14.2 the Refurbishment Works are to be carried out expeditiously.



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14.4 Owners to Pay

The Owners must each pay a percentage of all costs involved in the Refurbishment Works which the parties agree is appropriate having regard to the particular Refurbishment Works and in accordance with the funding arrangements set out in the plan referred to in Section 14.2(a).

14.5 Building Management Committee to obtain approvals

The Building Management Committee will be responsible for obtaining any approvals required by statutory bodies for undertaking and completion of the Refurbishment Works and the Owners will do all things reasonably necessary for the Building Management Committee to obtain any such approvals.

14.6 Access Option

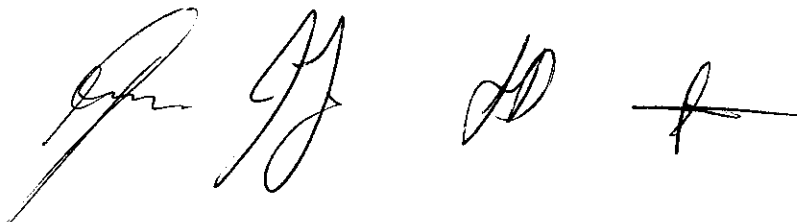
In the event that the original proprietor or their nominee acquires the property adjoining in Hawkesbury Road for development he/they reserve the right to create an Easement for Access through this development site.

In exercising this right the original proprietor must:

- (a) cause minimal inconvenience to Owners and Occupiers;
- (b) ensure that all works are completed in a workmanlike manner by skilled, qualified and licensed contractors;
- (c) rectify any defect created as a consequence of construction at their expenses;
- (d) return the area to its original condition on completion of construction;
- (e) enter into a Positive Covenant to share the cost of maintenance of the area the subject of the Easement for Access;
- (f) pay all costs of and about the creation of the Easement for Access and Positive Covenant; and
- (g) ensure that all necessary insurance is maintained during construction.

14.7 Development Rights

If the Local Council vary the floor space ratio for the site to allow further development the original proprietor or their nominee shall be granted all benefits of that additional



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ratio and be entitled to effect such further development within their air space part of lot 100.

They shall have the right to create easements for access within the scheme and be afforded use of appropriate areas of common property for the storage of materials etc.

In exercising these rights the original proprietor must:

- (a) cause minimal inconvenience to Owners and Occupiers;
- (b) ensure that all works are in architectural and colour harmony with the existing Building and completed in a workmanlike manner by skilled, qualified and licensed contractors;
- (c) rectify any defect created as a consequence of construction at their expense;
- (d) return the adjacent areas to their original condition on completion of instruction; and
- (e) ensure that all necessary insurance is maintained during construction.

14.8 Disputes

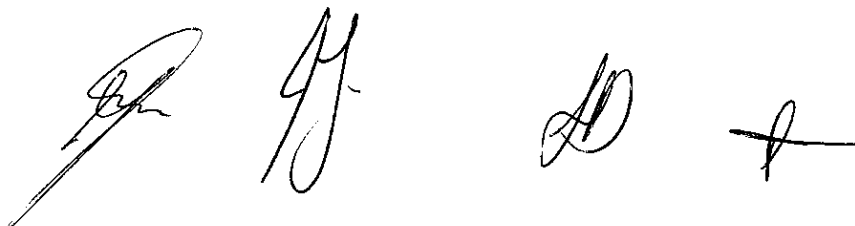
Any dispute regarding the Refurbishment Works or additional constructions works will be dealt with in accordance with Section 11.

SECTION 15

Payments

15.1 Contribution to Shared Costs

- (a) Each Owner must contribute to the Shared Costs in the manner set out in this Section 15.
- (b) Each Owner must pay to the Secretary its Share of the applicable part of the Shared Costs for each Shared Facility.



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15.2 Payment of Shared Costs

The Shared Costs and other costs and expenses incurred under this Statement must be paid in accordance with this Section 15 unless otherwise specified in this Statement or agreed by the Building Management Committee.

15.3 Budget

- (a) The Building Management Committee must determine the Budget for each 12 month period commencing on 1 July in any year. For the period from the date of this Statement until 30 June the Budget will be proportioned accordingly.
- (b) The Budget must be based on the Building Management Committee's estimate, give reasonable details and include itemised estimated monetary requirements and expenditures of the costs for the 12 month period of:
 - (1) the Shared Costs (with a break up of the applicable part of the Shared Costs)
 - (2) the Common Area Costs,
 - (3) garbage removal costs referred to in section 20,
 - (4) the Insurance.
- (c) The Budget must contain itemised details of:
 - (1) each item or matter for which an Owner is responsible to contribute to;
 - (2) each Owner's proportion of a particular matter or item; and
 - (3) the amount of that proportion.

15.4 Payment of Owners

- (a) The Budget must be submitted to each Owner by 1 September in each year together with a notice of the amount that Owner is responsible for in the 12 month period to which the Budget relates.
- (b) Upon receipt of the Budget, each Owner must pay to the Secretary the payments referred to in paragraph (a) in respect of that 12 month period by equal quarterly instalments in advance, no later than the 14th day of October, January, April and



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July of each year of this Statement excluding the first and last payment which must be proportionate if necessary.

15.5 Statement

As soon as practicable (but no later than 42 days) after the expiration of each 12 month period, the Secretary must provide each Owner with a duly audited Payment Notice signed by the Secretary specifying the amounts for which each Owner is responsible and which were incurred during that 12 months period. The Payment Notice must give reasonable details.

15.6 Adjustments

Within 14 days of the receipt by an Owner of the Payment Notice referred to in Section 15.5, the Owner must pay to the Secretary the difference (if any) between the amount paid by that Owner in accordance with Section 15.4 and the amount specified in the Payment Notice. If there has been an overpayment by an Owner, that amount must be credited against the Owner's proportion for the next ensuing quarter.

15.7 Defaulting Owner

- (a) If an Owner fails to comply with a valid notice under Section 15.4(a) or a Payment Notice under Section 15.5, then that Owner is not a Defaulting Owner until:
- (1) the Secretary serves on the Owner a further notice containing particulars of the default and requiring the Owner to remedy the default within fourteen (14) days of service of that notice; and
 - (2) The Owner has failed to pay the Secretary the moneys necessary to remedy the default within fourteen (14) days of service of that notice.
- (b) The secretary is not entitled to serve on an Owner a notice under paragraph (a)(1) if:
- (1) that Owner has served a notice seeking clarification of an amount in accordance with Section 15.9 and is complying with the requirements of that clause; or
 - (2) the Secretary has failed to comply with its obligations in this Section 15.



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15.8 Obligation of Owners on Default by an Owner

- (a) Subject to Section 15.7 if an Owner to whom a notice has been given either under Section 15.4(a) or 15.5 is a Defaulting Owner the following paragraphs apply.
- (b) The secretary must give a further Payment Notice to each Owner except the Defaulting Owner, requesting those Owners to pay the amount specified in that Payment Notice being a fair share having regard to the Shared Cost and Shared Facility of the amount not paid by the Defaulting Owner and those Owners must pay the amount specified in the respective notice within 14 days of the receipt of the notice.
- (c) At the time of giving the notice referred to in subparagraph (b), the Secretary must give to the Defaulting Owner a notice informing the Defaulting Owner that it is in breach of Sections 15.4(b) and 15.6.
- (d) On giving the notice referred to in subparagraph (b), the money payable by the Defaulting Owner may be recovered by the Owners who have paid money under subparagraph (b) from the Defaulting Owner as a debt due and owing together with interest at the rate of ten percent (10%) per annum.
- (e) The money referred to in subparagraph (d) when recovered from the Defaulting Owner must after deduction of any costs or expenses incurred in that recovery, be paid to the Owners in the same proportions as that money was contributed by them.
- (f) While an Owner remains a Defaulting Owner:
 - (1) the member of the Building Management Committee appointed by it is not entitled to exercise a vote at any Building Management Committee meeting;
 - (2) Section 7 will be varied to reduce the quorum by deleting the requirement for the presence of a representative of the Defaulting Party.
 - (3) it is not entitled to request a meeting of the Building Management Committee under Section 6.1 or submit a proposal to the Building Management Committee under Section 10.1.

15.9 Clarification

- (a) If an Owner requires clarification of an amount it is required to pay under Section 15.4 or Section 15.5, it must, within ten (10) days of receipt of the relevant
- (b)



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notification, notify the Secretary in writing of the matter or matters it requires to be clarified.

- (c) The written notice referred to in paragraph (a) must:
- (1) identify the matter or matters is requires to be clarified;
 - (2) set out any facts upon which the need for clarification is based;
 - (3) contain any further relevant particulars.
- (d) Upon receipt of the notification in Section 15.9(a), the Secretary must immediately give that Owner a notice convening a meeting of the Secretary and the Owner to discuss the matter to be held on the next business day at least seven (7) days after the notice of the meeting.
- (e) If the matter is not settled within fourteen (14) days from the time of receipt of the notice then the procedures in Section 11 apply.

15.10 Records and Books


- (a) The Secretary must cause proper records and books of account to be kept of all of the amounts payable under this Statement and must enter all matters and transactions usually entered in books of account kept by strata managing agents.
- (b) The records and books of account will be kept by the Secretary and must be available during normal business hours (upon reasonable notice) for inspection by an Owner or its representative on the Building Management Committee.

15.11 Application of Payment

The Secretary must deposit all amounts received from Owners by the Secretary under this Section 15 into a trust account and must apply all amounts towards the payment of all invoices, statements and accounts relating to the Shared Facilities matters for which such amounts were paid.

15.12 Shared Costs Contributions

Shared costs, expenses and all other costs incurred pursuant to this statement are to be paid in proportions as agreed.



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SECTION 16

Insurance and Indemnity

16.1 Required Insurance

- (a) The Building Management Committee must effect and maintain the following insurance in accordance with the Act and this Statement:
- (1) Industrial Special Risks Insurance for the structure of the Building;
 - (2) Public and Product Liability Insurance for liability for the respective ownership of the Building limited to not less than \$20,000,000 for any one claim.
- (b) All policies are to be taken out with an Approved Insurer in the names of the Owners of each Lot and if applicable any mortgagee holding under a registered mortgage for their respective rights and interests.

16.2 Method of Effecting Insurance

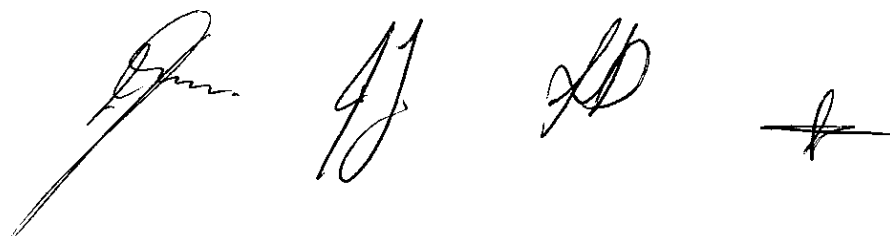
- (a) Each Owner is entitled to submit to the Building Management Committee quotations from its broker on each of the Insurances.
- (b) Each Owner is entitled to submit no more than 3 quotations and all quotations must be submitted to the Secretary no later than 3 months prior to the renewal date of the relevant Insurance.
- (c) The insurance office or company with which the Insurance is to be effected and the amount of the Insurance to be effected and the items to be insured must be determined by the Building Management Committee by Ordinary Resolution no later than 1 month prior to the renewal date of the relevant Insurance.

16.3 Basis of Apportionment

Premiums for the Insurance are to be paid by the Owners in the proportions as agreed.

16.4 Total Destruction of the Building

In the event of the Building being totally destroyed or damaged so extensively to render the repair or making good of such damage impractical or undesirable the following alternatives will apply:



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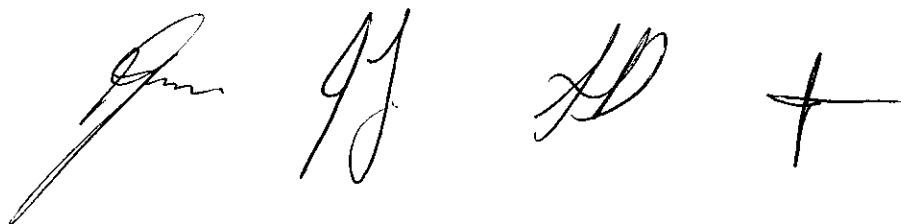
- (a) The Owners will, from the insurance moneys available and to the extent this may be insufficient from their own moneys in the relevant proportions, reinstate the Building substantially in accordance with its original design; or
- (b) If the Owners agree, acting reasonably, that the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that different design, then the Owners will from the insurance moneys available and to the extent that this may be insufficient from their own moneys, in the relevant proportions, prepare the land for the new building and then construct the building in accordance with the agreed plans and specifications; or
- (c) If the Owners agree, acting reasonably, that:
 - (1) the Building is not to be reinstated, and
 - (2) the Building is not to be rebuilt to a different design,the Owners will promptly demolish the Building and clear the land of all improvements, structures, rubbish and debris and following the demolition and clearance being carried out to the satisfaction of the Owners, then no Owner will have any claim against another Owner.
- (d) If the Owners acting reasonably are unable to reach agreement under paragraph (b) or (c), then paragraph (a) must apply.

16.5 Partial Destruction

In the event of the building or any part of the Building being partially destroyed or damaged the Owners will, from the insurance moneys available and, to the extent that this may be insufficient from their own moneys, in the relevant proportions, repair, replace and make good the whole of the destroyed or damaged portion of the Building and nearly as possible to the condition in which it was immediately prior to the damage or destruction with modifications as the Owners agree, acting reasonably, or as may be required by some competent authority.

16.6 Additional Insurance Provisions

- (a) All moneys received by the Owners and settlement of any claim under the Insurance will be paid into a bank agreed by the Owners, in default of agreement the bank agreed under Part 11, in an account in the names of the Owners jointly in the relevant proportions.
- (b) The money will be held in that account and will be applied by the Owners in the following order or priorities:



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- (1) first in payment to an Owner in the relevant proportions of all expenditure, directly or indirectly associated with the rebuilding or demolition and clearing or repairing, replacement and making good, as the case may be, of the Building; and
 - (2) as to any balance to be equitably apportioned between the Owners having regard to their respective interests in the Building at the date immediately prior to the incident giving rise to the insurance claim.
- (c) For the purposes of this clause 16.6 the relevant proportion in the case of damage will be determined having regard to the part or parts of the Building which has been damaged. In the case of total destruction the relevant proportion to be determined.

16.7 Insurance not to be avoided

An Owner must not at any time do permit or omit or suffer to be done committed or omitted any act, matter or thing upon the Building or to bring or keep anything on the Building so that any Insurance may be rendered void or voidable or the rate or premium of any Insurance be liable to be increased unless, in the latter case, the relevant Owner promptly pays all additional premiums required.

16.8 Indemnity

Each Owner agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Owner's property in the Building those parties will:

- (a) do so at their own risk; and
- (b) release to the extent not excluded by law that other Owner, its agents, contractors, employees and servants from any:
 - (1) claims and demands of every kind;
 - (2) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near that other owner's property or the building;

unless the damage, death or injury is caused by the negligence of that Owner or its agents, contractors, employees, members or servants.



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SECTION 17

Signs

17.1 Signs

The Owners must not without the prior written consent of the Building Management Committee affix or exhibit any sign, light, advertisement, name or notice to the exterior of the Building or in the interior of the Building if it is visible from the outside of the Building.

17.2 Retails Lots

The original proprietor or his nominee or their successors in title whilst the original proprietor remains an owner in the scheme, of the retail lots shall be authorised to approve signs, lights, names or notices to the interior or exterior of the building to promote the businesses within, provided they are in harmony with the building.

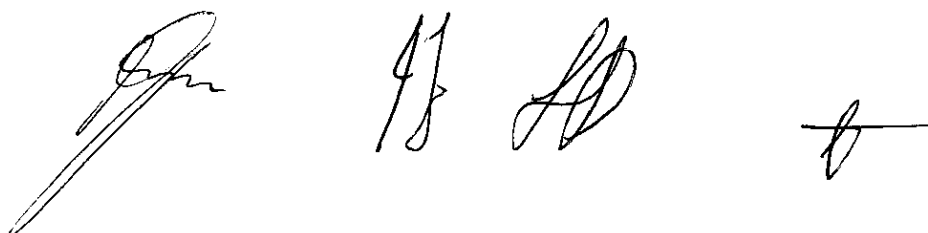
17.3 Committee Decision

The Building Management Committee's decision in respect of Section 17.1 will be made by an Ordinary Resolution.

SECTION 18

Security

- 18.1 The Building Management Committee may take all reasonable steps to ensure the security of the building and personal property and the observance of proper standards of behaviour and without limiting the generality of the foregoing may:
- (a) Enter into an agreement with Security Firm/Firms for the provision of security personnel and/or security services;
 - (b) close off any part of the building not required for ingress or egress to a lot or carparking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of any such part of the building;
 - (c) permit any designated part of the building to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel; and



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- (d) obtain, install and maintain locks, alarms, communication systems and other security devices.
- 18.2 If the Building Management Committee in the exercise of any of its powers under this statement restricts the access of owners or occupiers to any part of the building by means of any lock or similar security device it may make such number of keys or operating systems as it determines available to owners free of charge and thereafter may at its discretion make additional numbers thereof available to owners upon payment of such reasonable charge therefore as may be determined from time to time by the Building Management Committee.
- 18.3 An owner of a lot to whom any key or any operating system is given shall exercise a high degree of caution and responsibility in making same available for use by any occupier of a lot or relative and shall take reasonable precautions to ensure return thereof to the owner or the Building Management Committee upon the occupier ceasing to be an occupier.
- 18.4 An owner or occupier of a lot into whose possession any key or operating system has come shall not without the prior approval in writing of the Building Management Committee duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another owner or occupier or relative and is not otherwise disposed of except by returning it to the Secretary.
- 18.5 An owner or occupier of a lot who is issued with a key or operating system shall immediately notify the Secretary if same is lost or misplaced.
- 18.6 Sections 18.1 and 18.2 are subject to the proviso that all firestairs and lifts are available to all owners/occupiers and their invitees at all appropriate times.

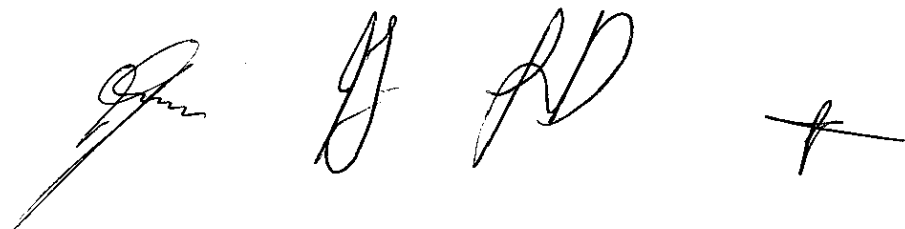
SECTION 19

Shared Facilities

- 19.1 There are a number of facilities and services which are:
- (a) used by two or more members; or
 - (b) located on the lot of a member but used by another member.

These facilities and services are called Shared Facilities.

- 19.2 Subject to the description of each shared facility in Schedule 1, shared facilities and costs thereto include:



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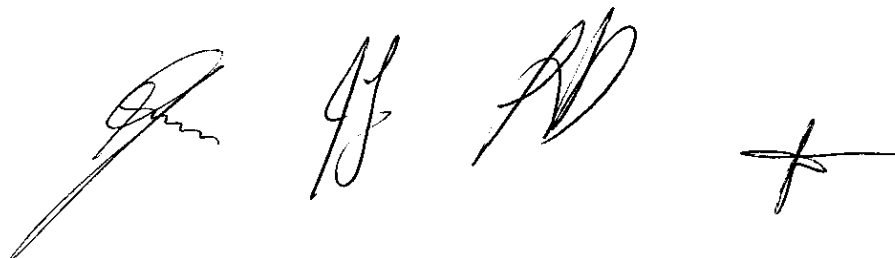
- (a) plant and equipment which constitute a shared facility;
 - (b) pipes, wires, cables and ducts which are connected to or form part of a shared facility;
 - (c) any area in which shared facilities are located;
 - (d) the maintenance, repair, operation, cleaning and replacement of shared facilities and the parts or consumables and labour used;
 - (e) the certification of shared facilities for the purpose of the law.
- 19.3 The apportionment for the cost of shared facilities may be determined by a unanimous resolution of the Building Management Committee.
- 19.4 Members, owners and occupiers must:
- (a) use shared facilities only for their intended purposes;
 - (b) immediately notify the committee of any damage to or defect in a shared facility; and
 - (c) compensate the committee for any damage caused to shared facilities caused by the member, owner or occupier, their visitors or agents.

SECTION 20

Garbage

- 20.1 An owner or occupier of a lot must provide and use a garbage container as required by the Council and/or the contract waste collector from time to time for the removal of garbage from the lot.
- 20.2 An owner or occupier must keep any garbage container and/or garbage secure:
- (a) so that it does not emit odours; and
 - (b) hidden from view from outside the lot;

unless the garbage container has been placed on the designated area set aside to enable the collection and removal of garbage by the Council on that or the following day.



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- 20.3 The owner or occupier of a lot must ensure that garbage in his/her garbage bin and on or from the lot is made available for collection by the Council in accordance with the Council's by-laws and ordinances relating to the disposal and collection of garbage.
- 20.4 An owner or occupier must ensure that recyclable material is made available for collection by the Council in accordance with Council's by-laws and ordinances relating to the disposal and collection of recyclable garbage or by the contract waste collector.

SECTION 21

Appointing a Caretaker

21.1 Purpose of the agreement

The committee has the power to appoint and enter into agreements with a caretaker to supervise the operation of the building including the operation, maintenance, repair and replacement of the shared facilities.

21.2 Form of Agreement

An agreement between the committee and the caretaker must:

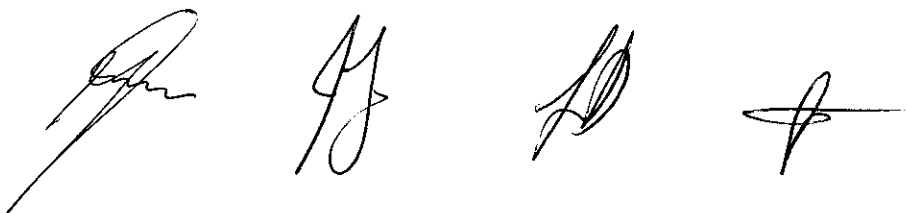
- (a) be in writing and be signed by each member and the caretaker;
- (b) allow the caretaker to terminate the agreement if the caretaker is not appointed by one or more owners corporations as their building managing; and
- (c) contain provisions about the rights of the committee and the caretaker to terminate the agreement early if a party does not perform their obligations under the agreement.

21.3 Term of the appointment

The term of the initial agreement between the committee and the caretaker must not exceed two years. The term of a new agreement may be for the period determined by the committee (acting reasonably).

21.4 Remuneration

The remuneration of the caretaker may be the amount determined by the committee (acting reasonably).



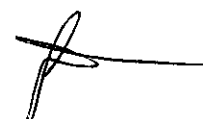
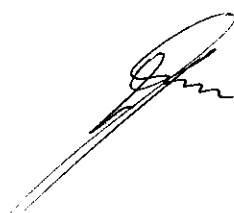
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SCHEDULE 1

SHARED FACILITIES

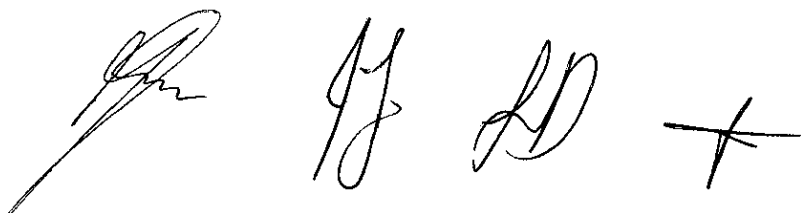
No.	Item	Description
1	Sinking Fund Levies	Levies imposed on lot owners to establish a fund to pay for the renewal and repair of physical shared facilities.
2	Administrative Fund Levies	Levies imposed on lot owners to establish a fund to pay annual commitments such as Bank fees, fire inspections and other disbursements.
3	Insurance - Building - Public Liability	Building Insurance will be effected in accordance with Section 16 and costs will be apportioned as determined by the Building Management Committee.
4	Basement Exhaust Fan	Regular service and maintenance contract and costs to be apportioned.
5	Basement Cleaning	Cleaning of carpark, entry and garbage areas.
6	Electricity	Energy costs incurred by shared facilities including: <ul style="list-style-type: none">* carpark lighting* carpark entry door* carpark exhaust fan* entry lights* water feature
7	Fire Services Contract	The fire detection and prevention system for the carpark: <ul style="list-style-type: none">* fire smoke & heat detectors including all electrical components



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- * fire sprinkler system and ancilliary
 - * fire hydrant and hose reel system
 - * Fire extinguishers
 - * Fire system inspection, testing, monitoring and certification
- Costs for the fire system to be apportioned
- | | | |
|----|----------------------|---|
| 8 | Lift | * Maintenance cost of operating lift and reburishment |
| 9 | Entry Gardens | * Maintenance of landscaping, two gums trees, water feature and cleaning entry pathways and foyer |
| 10 | Grease Trap Cleaning | * Cleaning and maintenance of grease trap and associated pipework |
| 11 | Security Door | * Maintenance and replacement cost of security door to basement car park |
| 12 | Waste Removal | * Removal of waste - both recyclable and non-recyclable from nominated waste storage area. |
| 13 | Painting | * Repair and maintenance involving painting to shared facility areas, including building façade. |
| 14 | Caretaker Fee | * Fee for the service provided by the Caretaker in accordance with the Building Management Statement. |

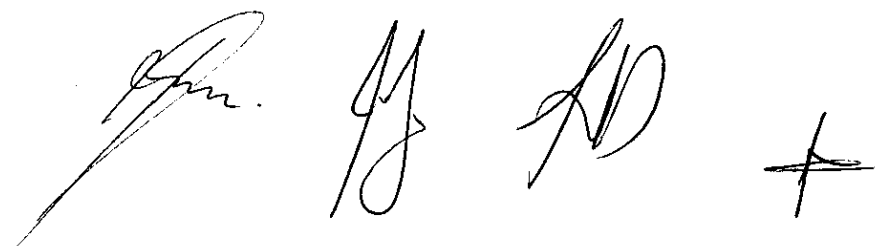


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Division of costs for Shared Facilities

No	Item	Percentage		
		Lot 100	Lot 101 SP78428	Lot 102 SP78429
1	Sinking Fund Levies	1	1	1
2	Administrative Fund Levies	1	1	1
3	Insurance - Building Public Liability	20% 1	40% 1	40% 1
4	Basement Exhaust Fan	1	1	1
5	Basement Cleaning	1	1	1
6	Electricity	20%	20%	60%
7	Fire Services Contract	1	1	1
8	Lift	5%	5%	90%
9	Entry Gardens	1	1	1
10	Grease Trap Cleaning	100%	-	-
11	Security Door	1	1	1
12	Waste Removal	50%	25%	25%
13	Painting	10%	45%	45%
14	Caretaker Fee	1	1	1



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SIGNATURES, CONSENTS AND APPROVALS

Dated the 8th day of January 2007

SIGNED for and on behalf of
THE PUBLIC TRUSTEE OF QUEENSLAND

Witness *MARGARET MARIA HEARD*
Margaret Heard

[Signature]
Delegate **ROBERT JOHN CLARE**

SIGNED AS DELEGATE FOR THE PUBLIC TRUSTEE UNDER
SECTION 11A OF THE PUBLIC TRUSTEE ACT 1978

SIGNED for and on behalf of
CITY PACIFIC LIMITED ACN 079 453 955

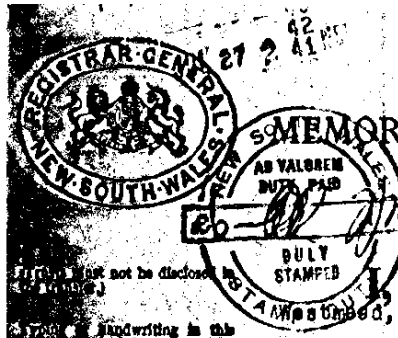
[Signature]
PHILIP KEITH SULLIVAN
Director

[Signature]
JAMES TIMOTHY BINUCAN
Secretary

[Signature]
JOHNNY O'NEILL
DEV 2000 PLY LTD
DIRECTOR/SECRETARY

[Signature]
Eve O'Neil
DEV 2000 PLY
DIRECTOR

REGISTERED  7.2.2007



R.P. 13. No. F502132
 New South Wales
MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900)



Fees:—
 Lodgment : :
 Endorsement : :
 Certificate : :
 : :
 : :
 : :
 : :

Handwriting in this should not extend beyond the margin. Handwriting must be legible and in black or blue-black ink.

Words, strikes out "in" and interline the alteration.

Two or more, state in joint tenants or in common.

The references cannot be inserted, a copy of annexure (obtainable from the Registrar-General) may be added. Annexures must be signed by the parties and their signatures must be attested.

Only of the land comprised in a Certificate of Title is to be transferred and being in P.F.

The object of the certificate is required to be stated in the certificate.

The Act, 1919, should be referred to in the transfer.

If necessary, the provisions of the Conveyancing Acts, 1919-1943, should be set forth in full or by way of reference.

In addition to the provisions implied by the Act, the following should also be inserted.

The space provided is to be used as a form of annexure of the same size and quality of paper as this instrument and may be used.

Very short notes will suffice.

If executed within the State the instrument should be signed or acknowledged before the Registrar-General, or before a Registrar-General, or a Notary Public, a J.P., or a Commissioner for Affidavits.

When the Transferor is a woman, otherwise the attesting witnesses should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

In the instruments executed elsewhere, see back of form.

That attestation is 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."

THOMAS OCTAVIUS EDWARDS formerly of Emu Plains but now of Wentworth, Building Contractor (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 SIX HUNDRED POUNDS (£600/-) (the receipt whereof is hereby acknowledged) paid to me by

JOHN THEODORE INGLETON of Pendle Hill, Miller and CATHERINE ASTON INGLETON his Wife (herein called transferee s)

do hereby transfer to the said transferee s as Join Tenants 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	ST. JOHN	Part	5173	118	Being Lot 4A on plan of subdivision annexed hereto and marked "A" to Dealing No. F491441
Cumberland	St John	Part	5173	117	

And the transferee s covenant with the transferor his executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide it from adjoining land without the consent of the transferor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the transferor his executors administrators or assigns and in favour of any person dealing with the Purchasers or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. The land to which the benefit of this covenant is appertinent is Lots 5A and 7A on plan of subdivision annexed to this Transfer. The land which is subject to this covenant is the land hereby transferred. This covenant may be released, varied or modified by the owner or owners for the time being of the said Lots 5A and 7A.

ENCUMBRANCES, &c., REFERRED TO.*

Signed at Paramatta the 11th day of July 19 51
 *Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME } Edwards
Solitor } Transferor.*

*Signed Paramatta

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

Signed in my presence by the transferee s }
 WHO IS PERSONALLY KNOWN TO ME } J. Theodor Ingleton
C. Aston Ingleton } 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 noticed in the attestation.

No. 111 ⁽¹³⁾ **LODGED BY** Shepherd & Shepherd
Solicitor,
PARRAMATTA.

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 or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

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

who is personally known to me. _____
 Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

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

INDEXED <u>10</u>	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
	Checked by <u>SC</u> Particulars entered in Register Book, Volume <u>5173</u> Folio <u>117 and 118</u>	
DEPARTMENTAL USE 2262-3	Passed (in S.D.B.) by <u>24</u> the <u>17th</u> day of <u>September</u> 19 <u>57</u> at _____	Received _____ Nos. _____ Receiving Clerk _____
	Signed by <u>[Signature]</u> minutes past <u>12</u> o'clock in the _____	

J. H. Pells
Registrar-General

PROGRESS RECORD.

	Init/ck.	Date.
at to Survey Branch		
ceived from Records		
raft written		
raft examined		
rogram prepared		
rogram examined		
raft forwarded		
pt. of Engrossers		
cancellation Clerk		

Vol. 6428 Fol. 3

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Empire, the instrument must be signed or acknowledged before the Registrar-General or a Notary Public, 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 witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 15/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- 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/- to 10/- for each new Certificate of Title issued, (c) 5/- where the Transfer conveys a 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 creates an easement, (e) 2/6 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 if desired.

Nº 12915

LODGED BY

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. 41727 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at Paramatta the 26th day of July 1951.

Signed in the presence of J. H. Hells and E. Edwards
Registrar Paramatta

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

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

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

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.	INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.	
		<u>Subject to be entered.</u>	To be filled in by person lodging dealing.	
	Checked by	Particulars entered in Register Book, Volume <u>5173</u> Folio's <u>117 & 118</u>	1	Received
	Passed (in S.D.B.) by		2	Docs.
		3	Nos.	
		4		
		5	Receiving Clerk.	
		6		
		7		
	Signed by	the <u>7th</u> day of <u>May</u> 19 <u>52</u> at _____ minutes past <u>12</u> o'clock in the _____		
	<u>J. H. Hells</u> Registrar-General			

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records	<u>[Signature]</u>	<u>22/5/52</u>
Draft written	<u>[Signature]</u>	<u>22/5/52</u>
Draft examined	<u>[Signature]</u>	<u>22/5/52</u>
Diagram prepared	<u>[Signature]</u>	<u>22/5/52</u>
Diagram examined	<u>[Signature]</u>	<u>22/5/52</u>
Draft forwarded	<u>[Signature]</u>	<u>22/5/52</u>
Supt. of Engrossers	<u>[Signature]</u>	<u>22/5/52</u>
Cancellation Clerk	<u>[Signature]</u>	<u>22/5/52</u>
VOL. <u>6515</u>	FOL. <u>86</u>	

K 1105 8437-W

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 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) 15/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(c) 5/- for each additional Certificate included in the Transfer, (d) 1/- to 10/- for each new Certificate of Title issued, (e) 1/- where the Transfer contains covenant purporting to affect the user of any land, (f) 1/- 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, (g) 2/6 where partial discharge of a mortgage is endorsed on the Transfer, (h) 2/6 for each additional folio where the Certificate exceeds ten folios, (i) 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 if desired.

Strata Certificate

Surveyors Certificate

*Name of Council's Accredited Certifier: Leslie Dix being satisfied that the requirements of the State Scheme (Final Development) Act 1973 or State Scheme (Interim Development) Act 1989 have been complied with, approves of the proposal.
 *Strata plan's compliance with the scheme.
 *The Council does not object to the commencement of the building beyond the agreement of the Council.

*The Accredited Certifier is satisfied that the building complies with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

*The Council's plan of subdivision is part of a development scheme. The Council's consent is given on the condition that the use of lot (s) (being unit/s) designed to be used primarily for the storage or accommodation of motor vehicles or goods and not for human habitation as a residence, other shop or the like) is restricted to the proprietor or occupier of the lot of proposed (not being such a unit) of the subject of the strata certificate referred to in section 21 of the State Scheme (Final Development) Act 1973 or section 21 of the State Scheme (Interim Development) Act 1989.

*The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the commencement.

Date: 15/1/2007
 Subdivision No: 03/5/97
 Accreditation No: 302,55/1
 Relevant Development Consent No: 1849/2003
 Issued by: Leslie Dix, Council
 Authorised Person/General Manager/Accredited Certifier: [Signature]

*Complete or delete if applicable.

Surveyors Certificate

1. GARY EDWARDS
 of GARY EDWARDS & ASSOCIATES PTY. LTD.
 P.O. Box 2572, NORTH PARAMATTA 1750
 a surveyor registered under the Surveying Act 2002, hereby certifies that:

(1) each applicable requirement of Schedule 14 to the State Scheme (Final Development) Act 1973 or Schedule 14 to the State Scheme (Interim Development) Act 1989 has been met.

(2) the building enclosures on a public place:
 (a) the building enclosures on land (other than a public place) in respect of which an encumbrance of an appropriate assessment has been created by registered;
 (b) the building enclosures on land (other than a public place) in respect of which an encumbrance of an appropriate assessment has been created under section 482 of the Conveyancing Act 1919.

(3) the survey information recorded in the accompanying location plan is accurate.

Signature: [Signature]
 Date: 1-12-2006

*Delete if inapplicable
 *State whether dealing or plan, and quote registered number.
 This is sheet 1 of my plan in 10 sheets.

*Residential Model By-Laws adopted for this scheme
 *Keeping of Animals - Option A
 *Schedule of By-Laws in _____ sheets filed with plan
 *No-By-Laws apply -
 *State out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT
1,2	56 EACH
3,4	57 EACH
5	77
6,7	56 EACH
8,9	59 EACH
10	60
11	57
12,13	56 EACH
14,15	59 EACH
16,17	60 EACH
AGGREGATE	1000

PLAN OF SUBDIVISION OF LOT 101 IND.P. 1103448

L G A PARRAMATTA Locality: WESTMEAD

Parish: ST JOHN County: CUMBERLAND

Registered: 17-2-2007
 Purpose: STRATA PLAN
 Ref. Map: U9152-34
 Last Plan: DP1103448

Name of, and address for service of notices on, the owner's corporation:
 *Address required on original strata plan only.

THE OWNERS STRATA PLAN No. 78428
 163-171 HAWKESBURY ROAD
 WESTMEAD NSW 2145

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

THIS STRATA PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 28 SHEETS

CITY PACIFIC LIMITED ACN 079 453 955

[Signature]
 PETER TRATHEN
 (Director)

[Signature]
 SHANE INUBAN
 (Director/Secretary)

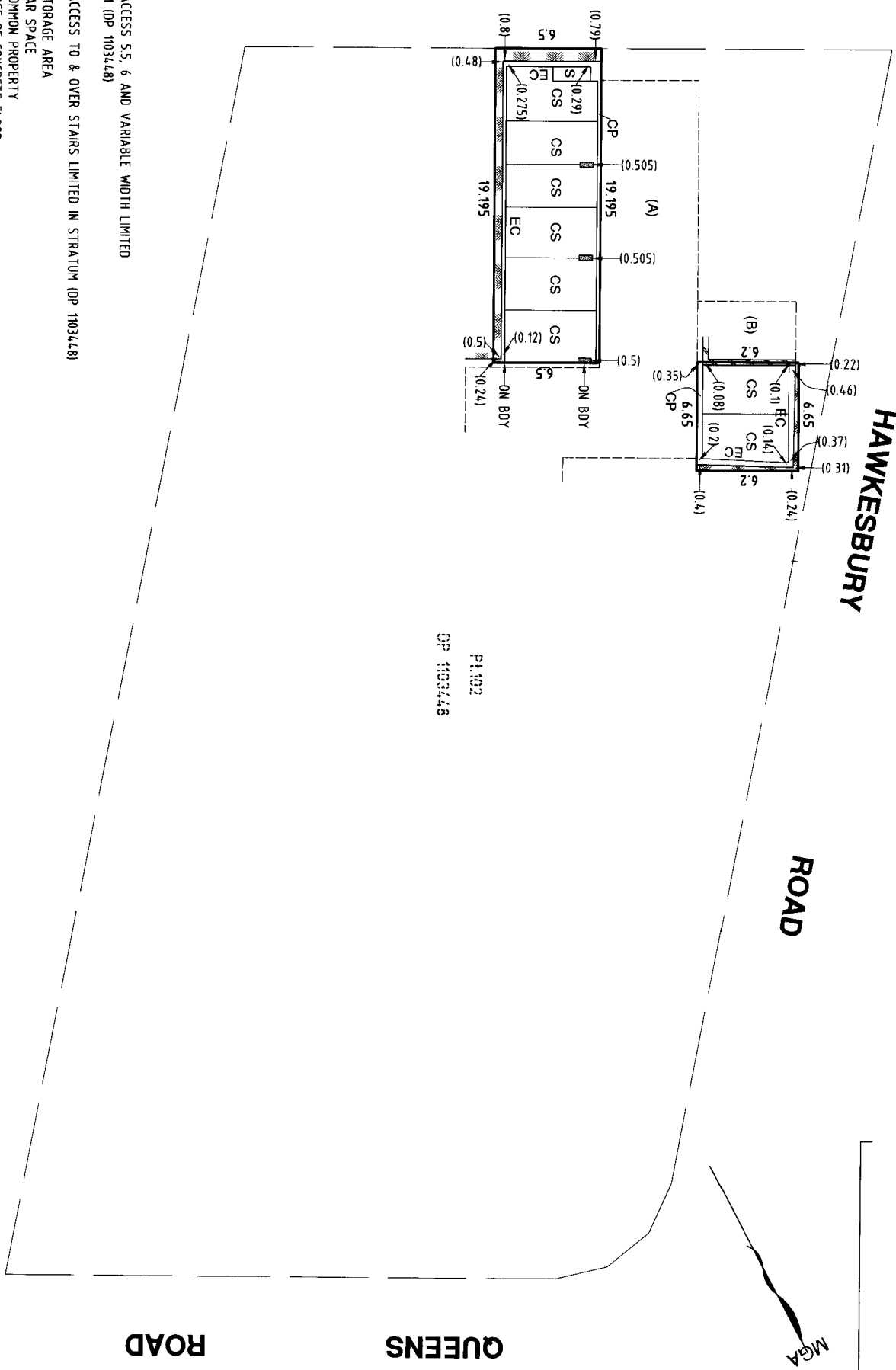
[Signature]
 STEPHEN JAMES FOLSTER
 SIGNED AS DELEGATE FOR THE PUBLIC TRUSTEE OF QUEENSLAND UNDER SECTION 11A OF THE PUBLIC TRUSTEE ACT 1978

[Signature]
 JENNIFER DAKER
 Director/Secretary

[Signature]
 ELEC DAKER
 Director

DEV 2000 PTY LTD ACN 088-031-065

SP78428



(A) RIGHT OF ACCESS 5.5, 6 AND VARIABLE WIDTH LIMITED
 IN STRATUM (DP 103448)

(B) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM (DP 103448)

- S denotes STORAGE AREA
- CS denotes CAR SPACE
- CP denotes COMMON PROPERTY
- EC denotes EDGE OF CONCRETE FLOOR
- denotes INSIDE FACE OF IRREGULAR CONCRETE WALL
- denotes LINE OF FACE OF COLUMN
- denotes CENTRE LINE OF COLUMN

LOCATION PLAN
 BASEMENT 3

Reduction Ratio 1:250

Lengths are in metres

[Signature]
 Registered Surveyor

General Manager/Authorised Person/Accredited Certifier



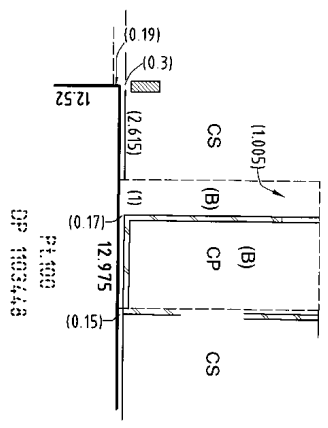
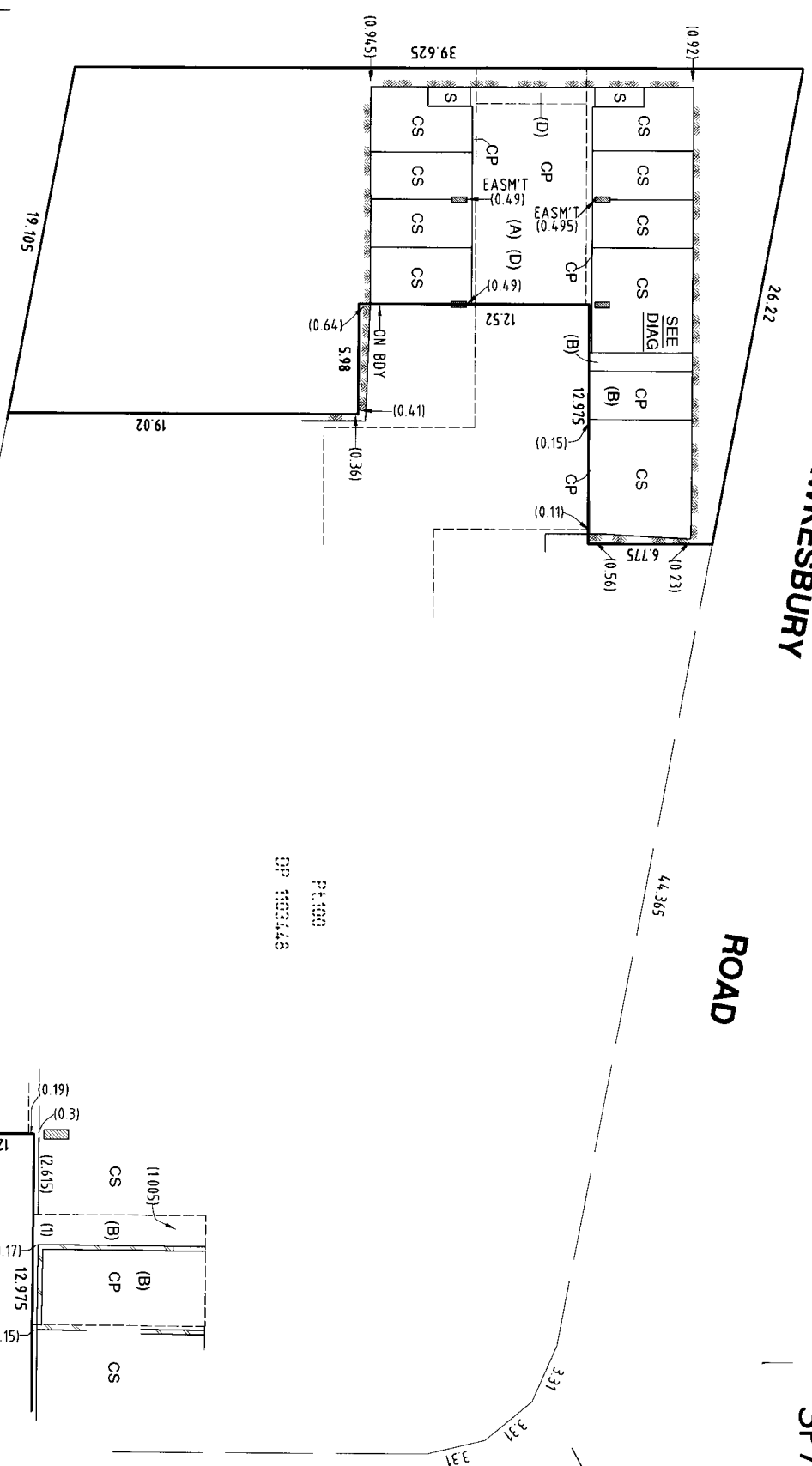
HAWKESBURY

SP78428

ROAD

QUEENS

ROAD



- ⊥ denotes CENTRE LINE OF COLUMN
- S denotes STORAGE AREA
- CP denotes COMMON PROPERTY
- CS denotes CAR SPACE
- ▨ denotes INSIDE FACE OF IRREGULAR CONCRETE WALL
- (A) RIGHT OF ACCESS 5.5, 6 AND VARIABLE WIDTH LIMITED IN STRATUM (DP 1103448)
- (B) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM (DP 1103448)
- (D) PROPOSED RIGHT OF ACCESS 5.5, 6 & VARIABLE WIDTH LIMITED IN STRATUM (DP 1103448)

LOCATION PLAN
 BASEMENT 2

Reduction Ratio 1:250

Lengths are in metres

[Signature]
 Registered Surveyor

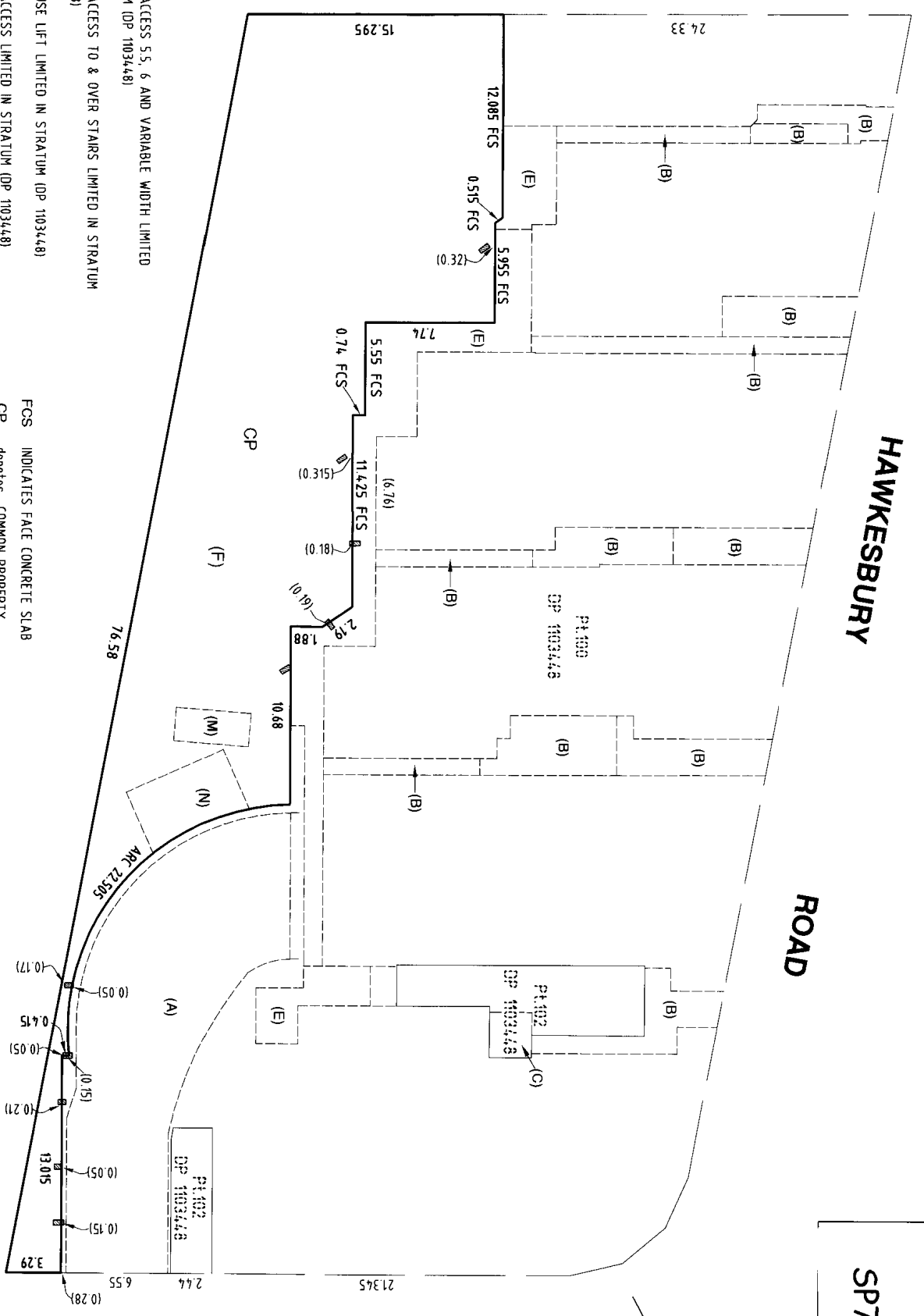
[Signature]
 General Manager/Authorised Person/Accredited Certifier



HAWKESBURY

ROAD

SP78428



- (A) RIGHT OF ACCESS 5.5, 6 AND VARIABLE WIDTH LIMITED IN STRATUM (DP 1103448)
- (B) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM (DP 1103448)
- (C) RIGHT TO USE LIFT LIMITED IN STRATUM (DP 1103448)
- (E) RIGHT OF ACCESS LIMITED IN STRATUM (DP 1103448)
- (F) RIGHT TO USE OPEN SPACE LIMITED IN STRATUM (DP 1103448)
- (G) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM (DP 1103448)
- (M) EASEMENT FOR GREASE ARRESTOR 2 WIDE LIMITED IN STRATUM (DP 1103448)
- (N) PROPOSED EASEMENT FOR PADMOUNT SUBSTATION VARIABLE WIDTH LIMITED IN STRATUM (DP 1103448)

FCS INDICATES FACE CONCRETE SLAB
 CP denotes COMMON PROPERTY

LOCATION PLAN
 GROUND FLOOR

NOTE:
 THE WHOLE OF LOT 101 DP 1103448 AT GROUND FLOOR IS COMMON PROPERTY

Reduction Ratio 1:250

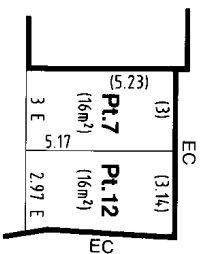
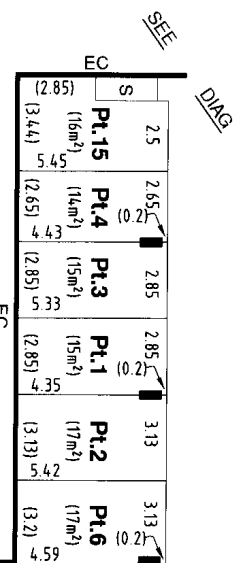
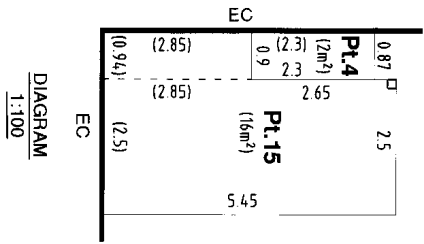
Lengths are in metres

[Signature]
 Registered Surveyor

General Manager/Authorised Person/Accredited Certifier



SP78428



MGA

BASEMENT 3

NOTES:-

1 AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

S denotes STORAGE AREA

EC denotes EDGE OF CONCRETE FLOOR

E denotes PROLONGATION OF EAST FACE OF WALL

denotes LINE OF FACE OF COLUMN

denotes CENTRE LINE OF COLUMN

denotes RIGHT ANGLE

DIAGRAM
1:100

Reduction Ratio 1:200

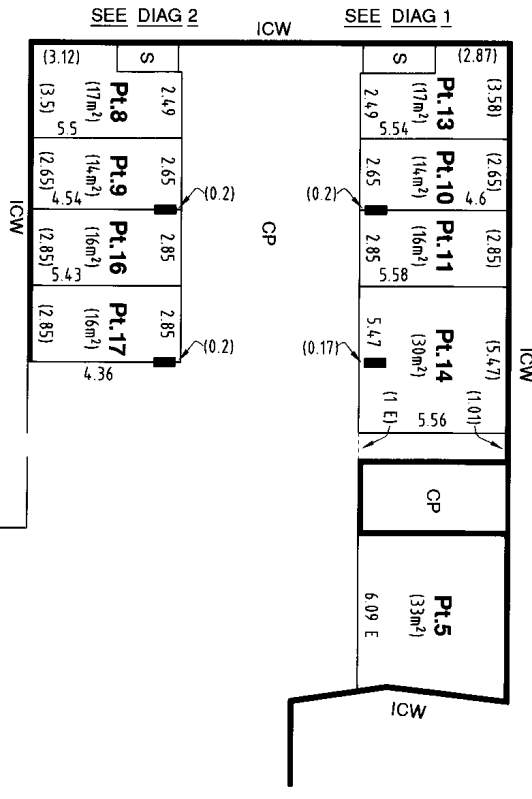
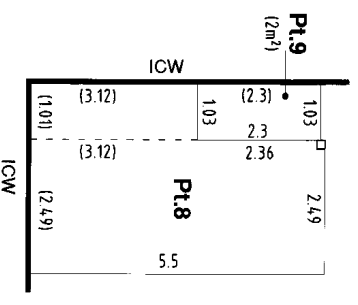
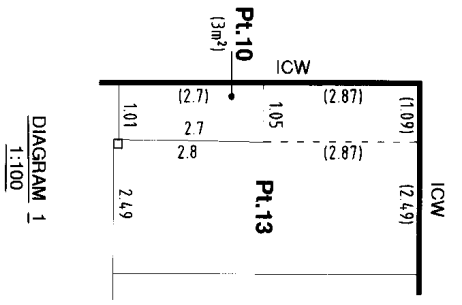
Lengths are in metres



[Signature]
Registered Surveyor

[Signature]
General Manager/Authorised Person/Accredited Certifier

SP78428



NOTES:-

1 AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

CP denotes COMMON PROPERTY
S denotes STORAGE AREA

E denotes PROLONGATION OF EAST FACE OF WALL

ICW denotes INSIDE FACE OF IRREGULAR CONCRETE WALL

■ denotes CENTRE LINE OF COLUMN

□ denotes RIGHT ANGLE

THE GROUND FLOOR OF THIS PLAN IS COMMON PROPERTY AND DOES NOT CONTAIN ANY LOTS

Reduction Ratio 1:200

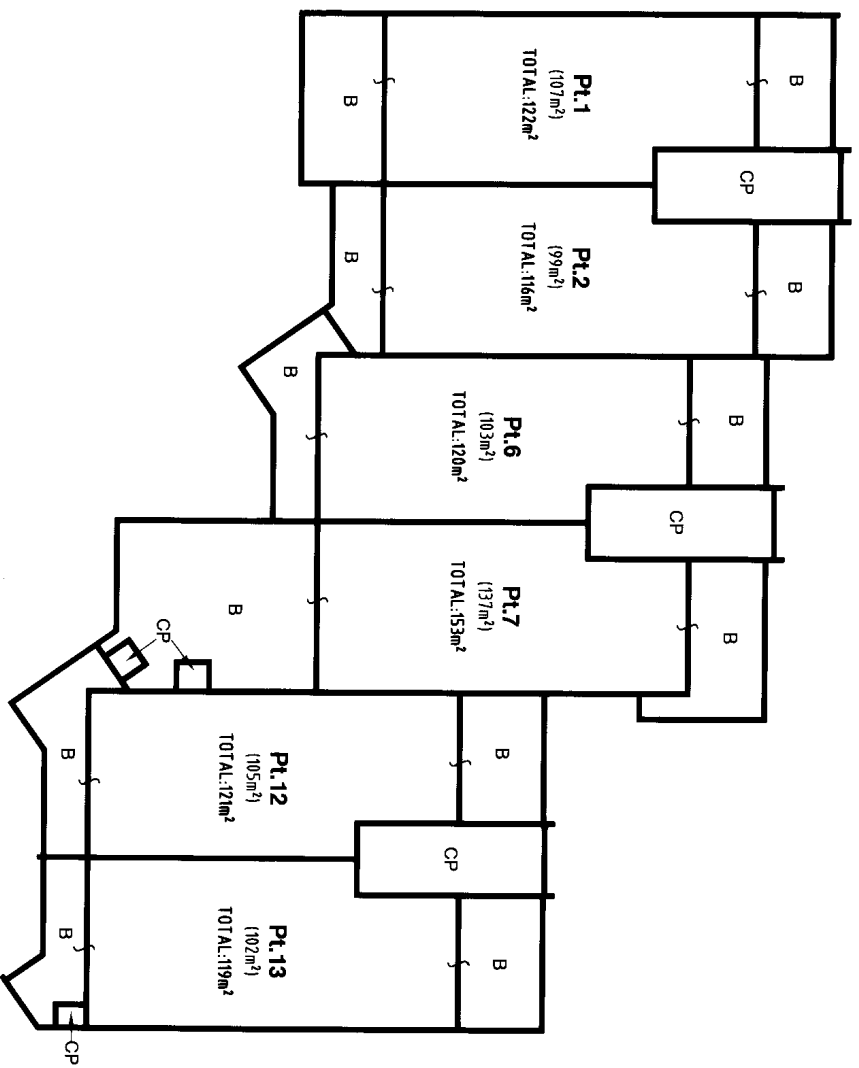
Lengths are in metres

Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

SP78428

MGA



FIRST FLOOR

NOTES:-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS FLOOR
2. AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

B denotes BALCONY
CP denotes COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres

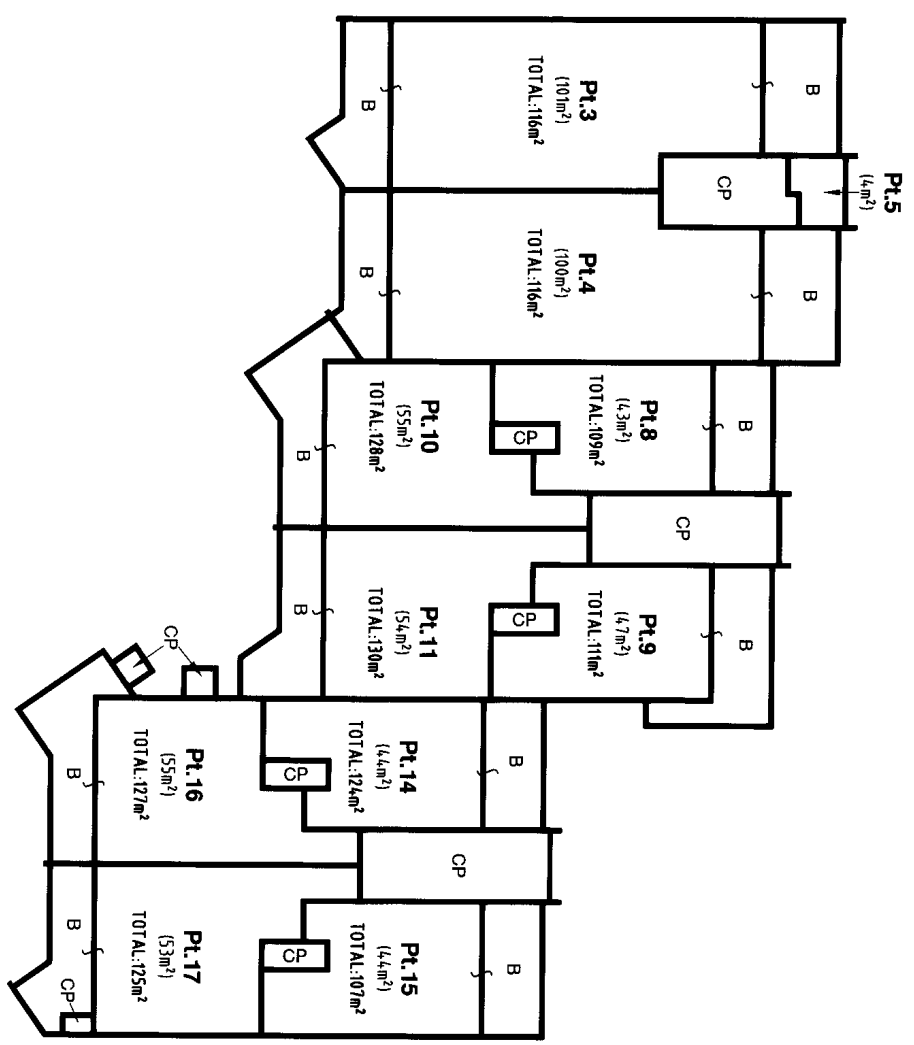


[Signature]
Registered Surveyor

[Signature]
General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 2015

SP78428



SECOND FLOOR

NOTES:-

- WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS FLOOR
 - AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
- B denotes BALCONY
 CP denotes COMMON PROPERTY

Reduction Ratio 1:200

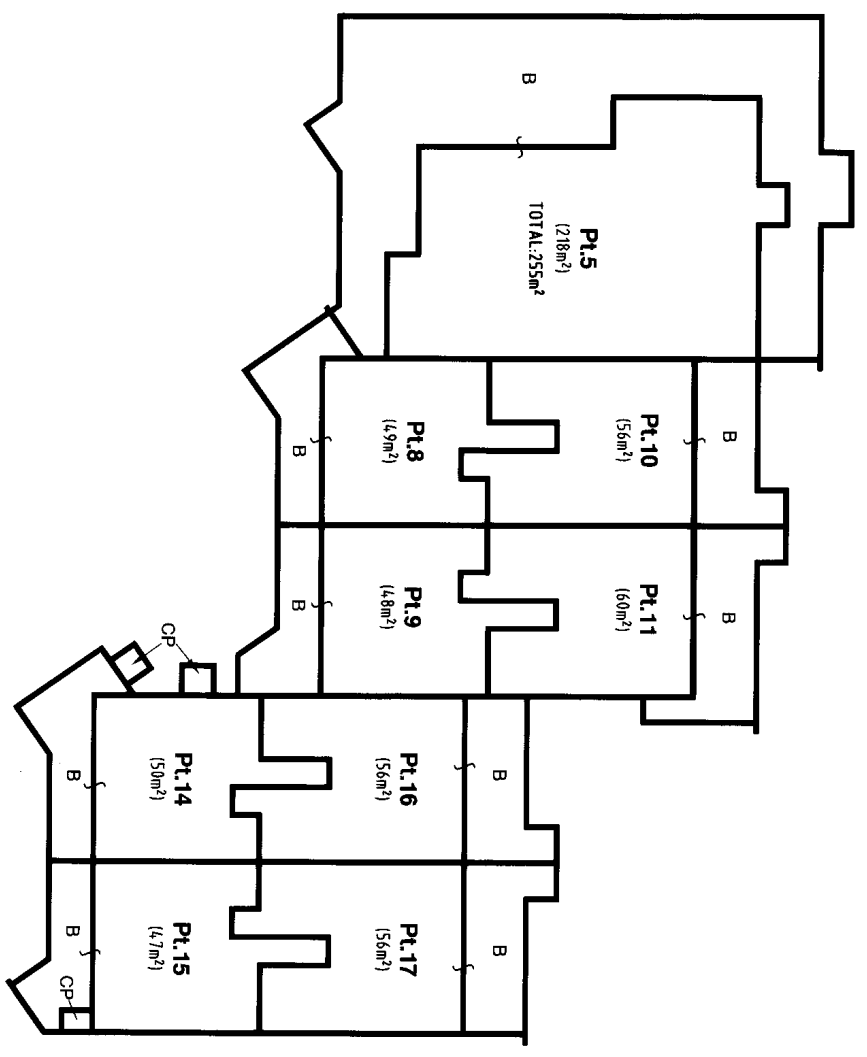
Lengths are in metres

Stewart S.
 Registered Surveyor

General Manager/Authorised Person/Accredited Certifier



SP78428



THIRD FLOOR

NOTES-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS FLOOR

2. AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

B denotes BALCONY
CP denotes COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres



[Signature]
Registered Surveyor

[Signature]
General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 2015

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1103448

Registered: 10.1.2007
 This is sheet 2 of my plan in B sheets dated 4-09-2006

SEE SIGNATURE FORM

Surveyor registered under Surveying Act, 2002
 This is sheet of my plan of sheets used by subdivision certificate

SEE SIGNATURE FORM

Authorised Person/General Manager/Executive Officer
 For use where space is insufficient in any panel on Plan Form 2

12. EASEMENT FOR GREASE ARRESTOR 2 WIDE LIMITED IN STRATUM (M)

No.	Bearing	Distance	Arc. Radius
1	27°57'20"	1.133	9.585
2	181°00'10"	1.133	9.585
3	303°41'30"	1.133	9.585
4	116°33'40"	4.065	1.865
5	201°57'10"	10.255	1.055
6	175°00'40"	10.595	4.805
7	282°22'00"	4.885	2.94
8	89°33'00"	2.885	2.94
9	190°18'20"	10.75	3.3
10	159°45'30"	10.26	5.535
11	260°11'20"	10.255	13.55
12	328°23'00"	2.07	6.04
13	42°32'00"	2.17	2.155
14	138°05'30"	10.335	5.8
15	101°07'20"	11.685	2.92
16	101°07'20"	11.685	4.7
17	25°08'40"	2.585	2.82
18	112°53'50"	1.15	8
19	90°30'20"	13.635	5.8
20	10°41'40"	0.565	5.8
21	350°28'40"	1.97	2
22	100°42'00"	14.105	3.5
23	81°50'00"	18.19	2.5
24	66°21'00"	13.685	2.5
25	46°49'00"	11.335	3.5
26	317°40'10"	1.98	2.055
27	58°44'30"	11.475	3.5
28	27°48'40"	10.06	2.5
29	286°58'00"	1.165	1.155
30	87°21'40"	10.875	2.5
31	114°51'40"	13.225	2.5
32	327°42'10"	13.42	2.5
33	327°13'20"	0.995	1
34	351°56'20"	13.425	2.5
35	351°56'20"	13.425	2.5
36	337°13'40"	10.2	2.5
37	177°35'20"	4.24	2.5
38	286°21'20"	2.145	2.15
39	115°13'50"	2.945	2.96
40	219°49'00"	3.885	9.3
41	170°47'30"	3.885	9.3
42	284°32'40"	3.205	3.21
43	98°31'20"	2.455	2.465
44	207°56'40"	3.875	9.3
45	156°34'00"	3.74	9.3
46	270°10'00"	3.205	3.21
47	84°00'10"	2.245	2.25
48	191°48'30"	3.74	9.3
49	191°48'30"	3.74	9.3
50	425°21'00"	3.335	3.345
51	92°43'30"	2.445	2.45
52	127°29'10"	3.74	9.3
53	260°29'40"	3.42	3.42
54	50°00'40"	2.57	2.58
55	161°39'50"	3.85	11
56	293°51'50"	3.755	11
57	226°09'20"	3.88	3.89
58	357°38'00"	2.935	2.94
59	156°10'00"	4.265	11
60	88°42'30"	3.88	15
61	208°21'10"	4.535	4.55
62	319°44'00"	3.53	3.545
63	74°40'40"	3.73	11
64	191°22'00"	4.325	4.34
65	9°06'40"	2.84	2.85
66	114°53'10"	3.395	8.9
67	54°22'10"	3.8	3.915
68	172°33'40"	3.71	12.4
69	84°35'10"	2.815	8.9
70	34°35'10"	3.99	6.065
71	154°16'50"	3.15	3.11
72	323°30'00"	3.15	12.4
73	21°45'20"	3.485	8.9
74	307°01'40"	1.945	1.95
75	237°22'00"	3.485	8.9
76	27°48'40"	3.505	12.4
77	123°38'50"	1.54	12.4
78	27°48'40"	3.61	7.9
79	130°23'50"	2.545	2.555
80	246°54'40"	3.94	7.9
81	216°41'40"	3.445	4.3
82	318°28'30"	2.16	2.185
83	153°34'30"	3.885	7.9
84	272°42'00"	3.885	7.9
85	332°50'00"	4.43	4.3
86	123°03'40"	2.9	2.915
87	272°38'10"	3.4	7.9
88	72°05'00"	4.075	6.1
89	173°13'40"	1.445	1.45

No.	Bearing	Distance	Arc. Radius
97	20°38'40"	3.945	3.97
98	317°39'00"	3.855	10.5
99	289°40'30"	3.875	6.1
100	327°42'30"	1.855	1.865
101	219°29'50"	2.935	2.945
102	331°55'40"	3.955	10.5
103	300°26'10"	4.19	2.915
104	57°42'40"	2.36	2.375
105	246°54'40"	3.68	3.115
106	355°37'20"	3.71	8
107	150°02'10"	4.055	4.7
108	286°20'30"	1.75	1.665
109	286°48'20"	3.88	3.92
110	348°58'40"	2.58	8
111	349°58'40"	2.875	2.92
112	112°52'50"	2.875	4.7
113	286°18'30"	2.805	2.82
114	207°57'20"	0.99	8

No.	Bearing	Distance	Arc. Radius
1	LOWER RL		
2	UNLIMITED	4.4	4.35
3	UPPER RL	4.4	4.35
4	LOWER RL	2.4	2.4
5	UPPER RL	2.4	2.4

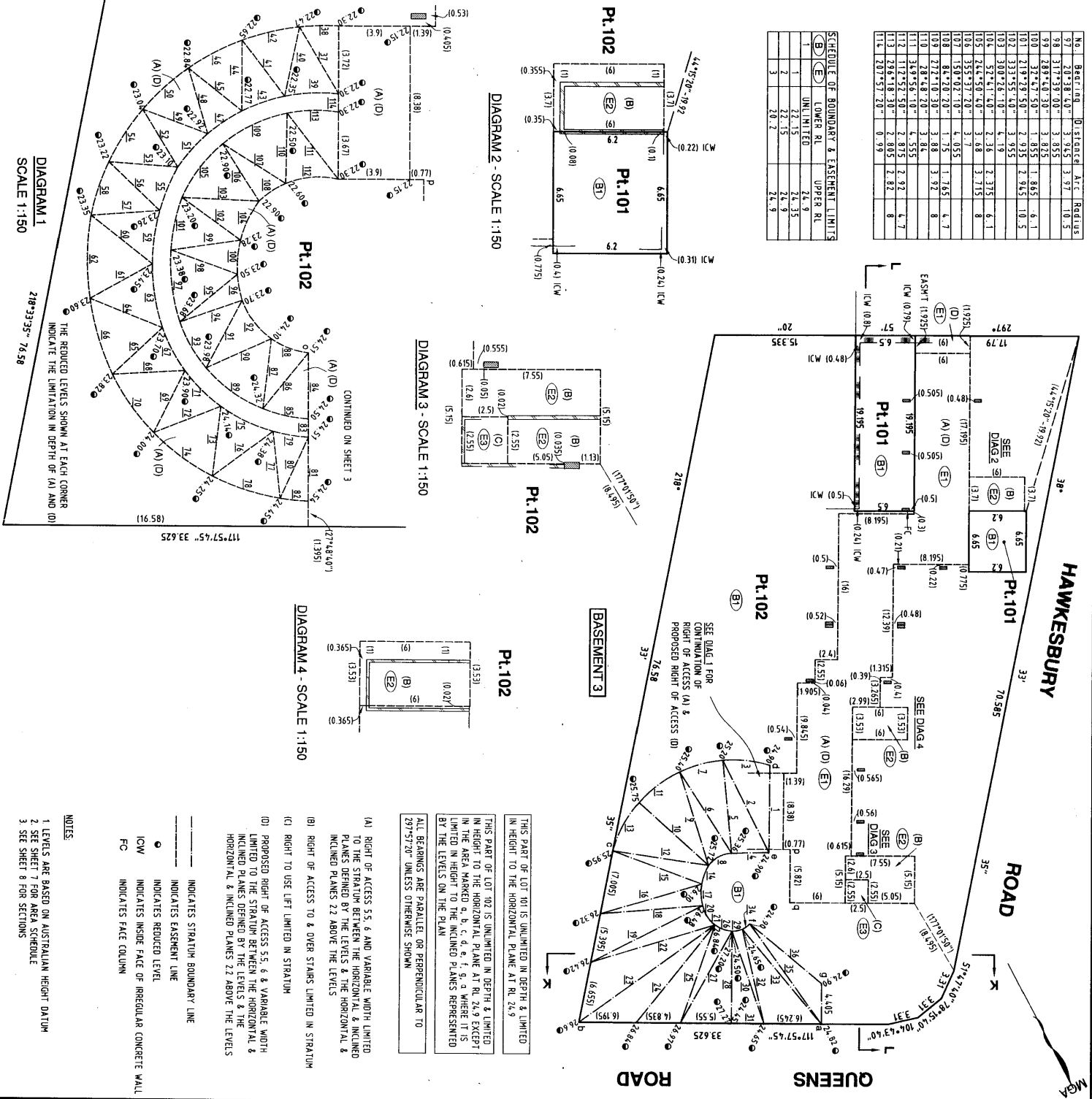


DIAGRAM 2 - SCALE 1:150

DIAGRAM 3 - SCALE 1:150

DIAGRAM 4 - SCALE 1:150

DIAGRAM 1
SCALE 1:150

THE REDUCED LEVELS SHOWN AT EACH CORNER INDICATE THE LIMITATION IN DEPTH OF (A) AND (D)

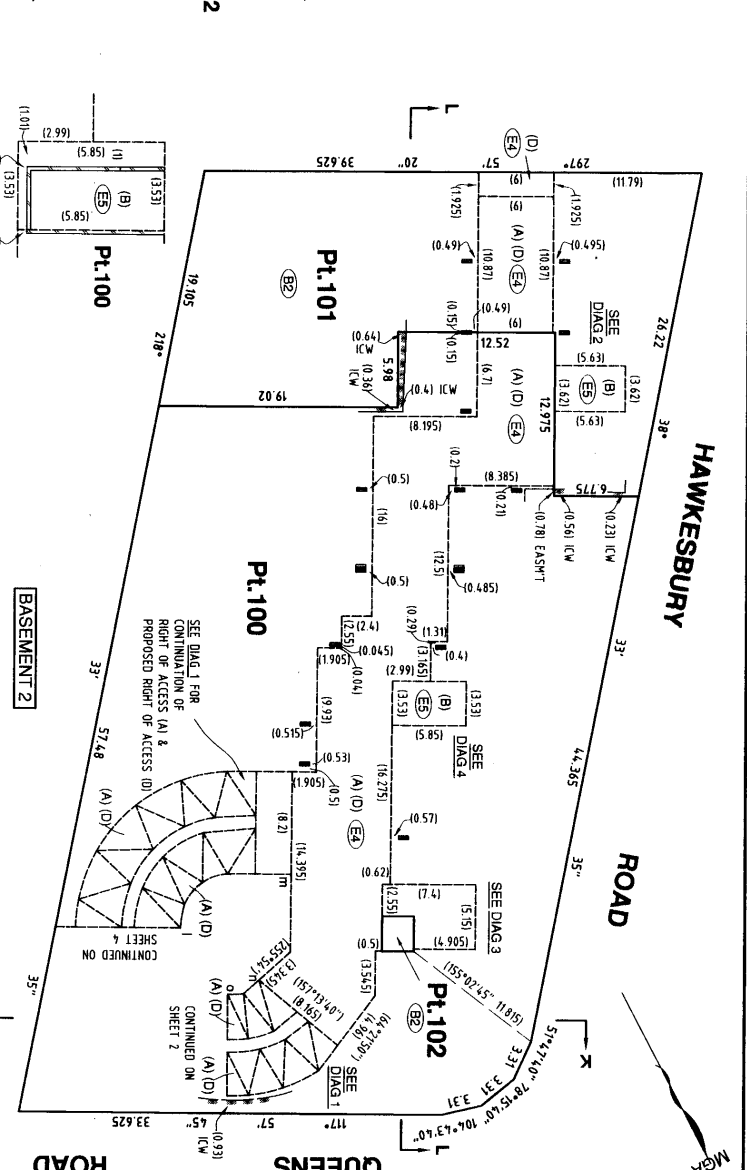
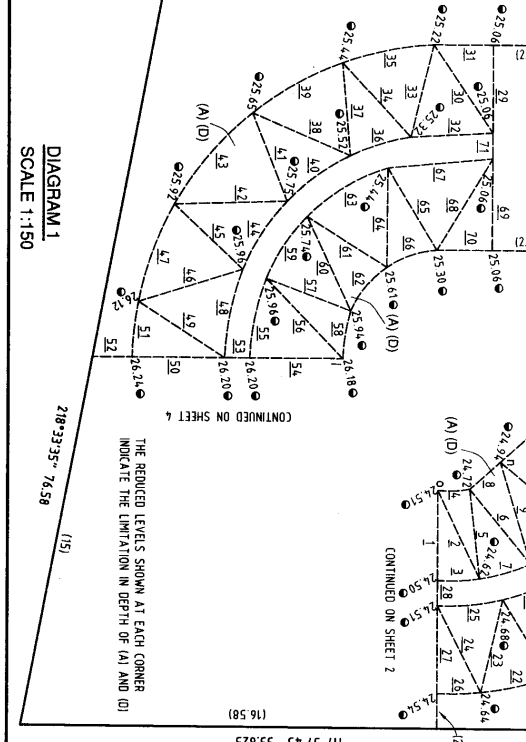
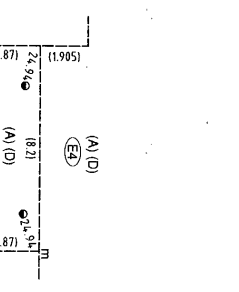
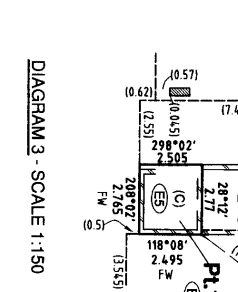
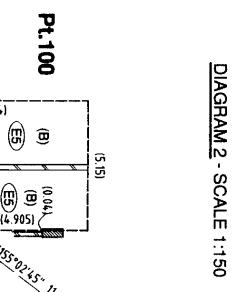
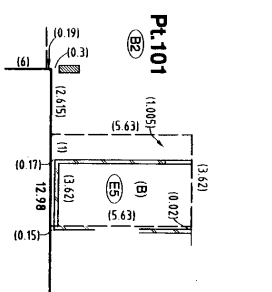
- ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 297°57'20" UNLESS OTHERWISE SHOWN
- (A) RIGHT OF ACCESS 5.5 AND VARIABLE WIDTH LIMITED TO THE STRATUM BETWEEN THE HORIZONTAL & INCLINED PLANES DENIED BY THE LEVELS & THE HORIZONTAL & INCLINED PLANES 2.2 ABOVE THE LEVELS
 - (B) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM
 - (C) RIGHT TO USE LIFT LIMITED IN STRATUM
 - (D) PROPOSED RIGHT OF ACCESS 5.5 & VARIABLE WIDTH LIMITED TO THE STRATUM BETWEEN THE HORIZONTAL & INCLINED PLANES DENIED BY THE LEVELS & THE HORIZONTAL & INCLINED PLANES 2.2 ABOVE THE LEVELS
- INDICATES STRATUM BOUNDARY LINE
 INDICATES EASEMENT LINE
 INDICATES REDUCED LEVEL
 INDICATES INSIDE FACE OF IRREGULAR CONCRETE WALL
 INDICATES FACE COLUMN
- NOTES:
 1. LEVELS ARE BASED ON AUSTRALIAN HEIGHT DATUM
 2. SEE SHEET 7 FOR AREA SCHEDULE
 3. SEE SHEET 8 FOR SECTIONS

Plan Drawing only to appear in this space

Reduction Ratio: 1:500 & AS SHOWN
 SURVEYORS REFERENCE: 2015

SCHEDULE OF SHORT & CURVED LINES	No.	BEARING	DIST	ARC	RAD
1	207°48'40"	3.51			
2	2°42'50"	3.91	1.88	1.88	7.9
3	115°07'40"	1.88	1.725	1.725	4.3
4	295°24'40"	1.727			
5	210°24'30"	3.805			
6	101°11'40"	2.125	2.135	2.135	7.9
7	235°58'00"	1.825			
8	101°59'10"	4.285			
9	317°13'30"	3.78			
10	317°13'30"	2.4			
11	337°33'30"	1.175			
12	337°33'30"	3.935			
13	337°33'30"	2.935			
14	84°41'50"	4.425			
15	140°52'00"	2.915			
16	358°25'30"	3.78			
17	109°52'10"	3.885			
18	109°52'10"	3.885			
19	109°52'10"	2.11	2.175	2.175	8.9
20	109°52'10"	2.11	2.82	2.82	12.4
21	109°52'10"	3.785			
22	180°58'40"	3.88			
23	282°17'40"	2.82	2.43	2.43	8.9
24	115°53'30"	1.765	1.745	1.745	12.4
25	207°48'40"	3.505			
26	27°48'40"	1			
27	207°48'40"	3.515			
28	27°48'40"	4.79			
29	207°57'20"	2.23	2.235	2.235	13.5
30	113°53'10"	4.79			
31	287°57'20"	2.375			
32	114°46'40"	3.785			
33	221°39'40"	3.805			
34	165°16'10"	4.015			
35	286°29'20"	3.7	3.715	3.715	12.6
36	100°28'40"	2.515	2.525	2.525	8.6
37	23°00'10"	3.72			
38	141°14'20"	4.725			
39	287°28'50"	4.115	4.135	4.135	12.6
40	81°41'10"	3.105	3.12	3.12	8.6
41	186°12'40"	3.785			
42	116°07'20"	4.495			
43	228°07'20"	4.79			
44	60°25'40"	3.74	3.76	3.76	8.6
45	161°14'10"	4.35			
46	100°25'10"	4.35			
47	227°39'40"	4.115	4.16	4.16	13.5
48	39°13'40"	3.6	3.615	3.615	11
49	150°44'20"	4.1			
50	117°57'20"	3.685			
51	214°05'20"	2.23	2.235	2.235	13.5
52	117°57'20"	1.58			
53	297°57'20"	1			
54	117°57'20"	3.705			
55	219°20'10"	3.24	3.255	3.255	10
56	343°57'40"	4.415			
57	318°38'40"	3.6			
58	343°57'40"	1.93	1.935	1.935	8
59	260°54'30"	2.96	2.975	2.975	7.6
60	2°50'20"	4.145			
61	330°14'20"	3.755			
62	66°57'10"	2.25	2.28	2.28	4
63	86°22'20"	3.74	3.78	3.78	7.6
64	28°04'00"	3.965			
65	356°41'40"	3.82			
66	98°35'10"	2.11	2.135	2.135	4
67	292°37'50"	4.21			
68	59°04'20"	3.655			
69	27°57'20"	2.21			
70	117°57'20"	1.703			
71	207°57'20"	1.703			

SCHEDULE OF BOUNDARY & EASEMENT LIMITS	(B) (E)	LOWER RL	UPPER RL
1		24.9	27.69
2		24.94	27.14
3		24.9	27.69



THIS PART OF LOT 100 IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 27.69 & LIMITED IN DEPTH TO THE HORIZONTAL & INCLINED PLANES DERIVED ON SHEET 2 BEING THE UPPER LIMIT OF THAT PART OF THE STRATHUM OF LOTS 102 & 101)

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 297°57'20" UNLESS OTHERWISE SHOWN

- (A) RIGHT OF ACCESS 5.5' AND VARIABLE WIDTH LIMITED TO THE STRATHUM BETWEEN THE HORIZONTAL & INCLINED PLANES DERIVED BY THE LEVELS & THE HORIZONTAL & INCLINED PLANES 2.2 ABOVE THE LEVELS
 - (B) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATHUM
 - (C) RIGHT TO USE LIFT LIMITED IN STRATHUM
 - (D) PROPOSED RIGHT OF ACCESS 5.5' & VARIABLE WIDTH LIMITED TO THE STRATHUM BETWEEN THE HORIZONTAL & INCLINED PLANES DERIVED BY THE LEVELS & THE HORIZONTAL & INCLINED PLANES 2.2 ABOVE THE LEVELS
- INDICATES EASEMENT LINE
- INDICATES REDUCED LEVEL
- ICW INDICATES INSIDE FACE OF IRREGULAR CONCRETE WALL
- FW INDICATES FACE CONCRETE WALL
- NOTES
- 1 LEVELS ARE BASED ON AUSTRALIAN HEIGHT DATUM
 - 2 SEE SHEET 7 FOR AREA SCHEDULE
 - 3 SEE SHEET 8 FOR SECTIONS

Registered: 10/1/2007

This is sheet 3 of my plan in 8 sheets dated 4-09-2006

SEE SIGNATURE FORM

Supervisor registered under Surveying Act, 2002

This is sheet of my plan of sheets covered by subdivision certificate No.

SEE SIGNATURE FORM

Authorized Person/Owner/Manager/Deceased Certificate

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio: 1:300 & AS SHOWN

Supervisors REFERENCE: 2015

DP1103448

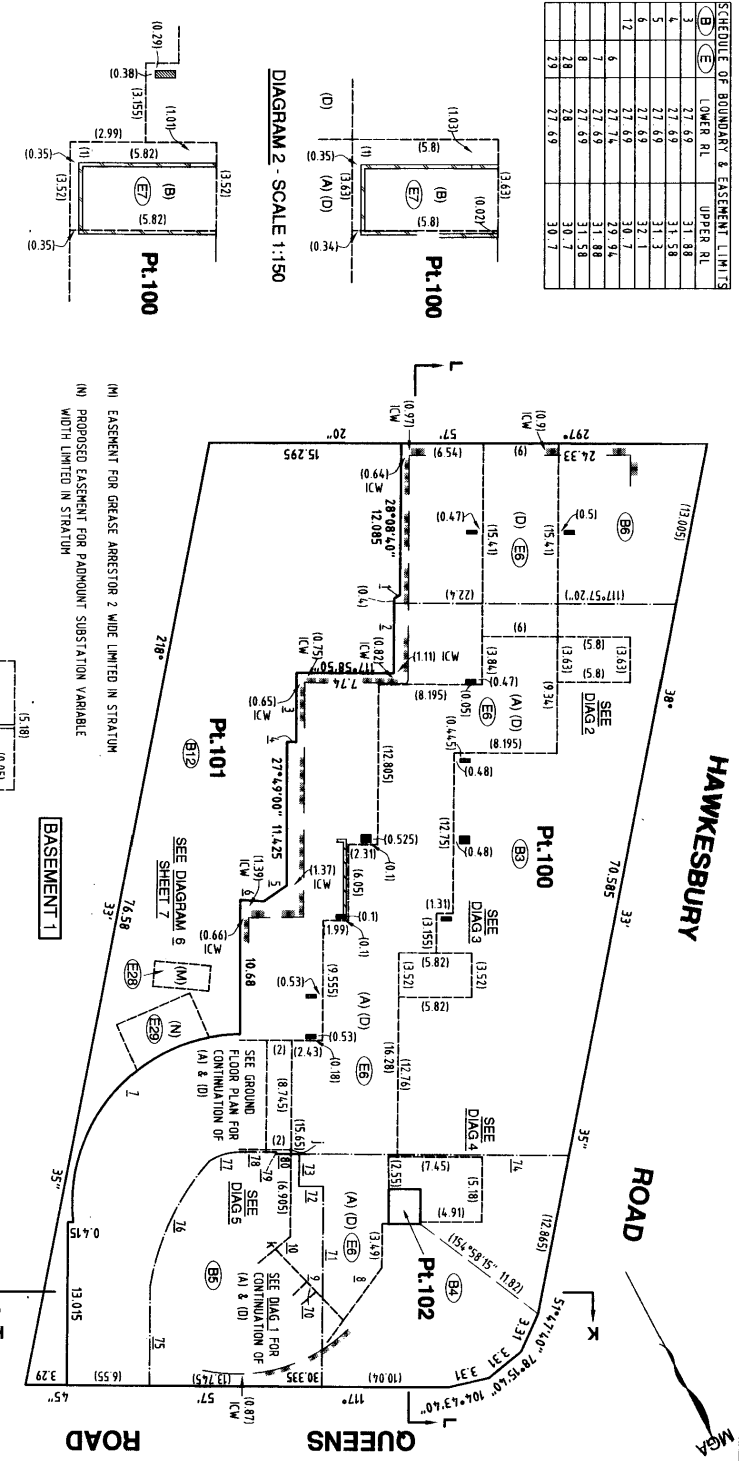
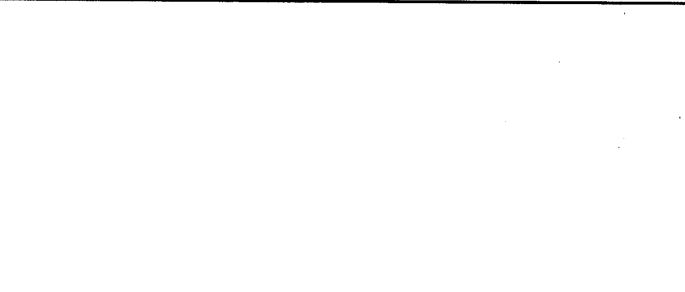
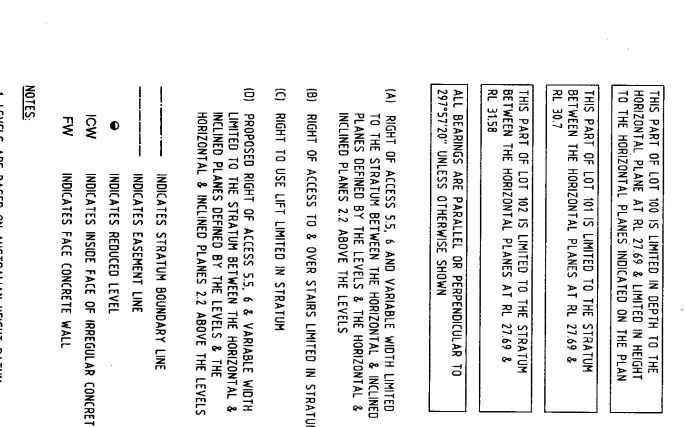
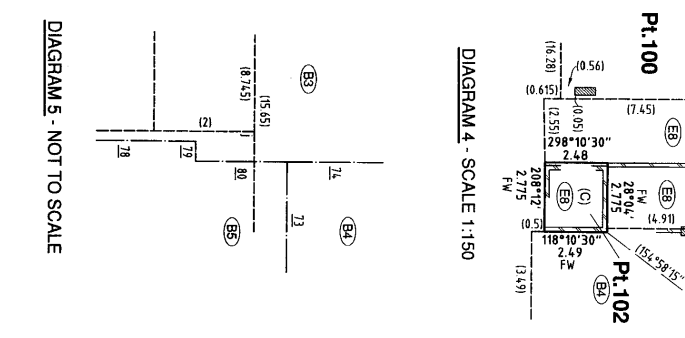
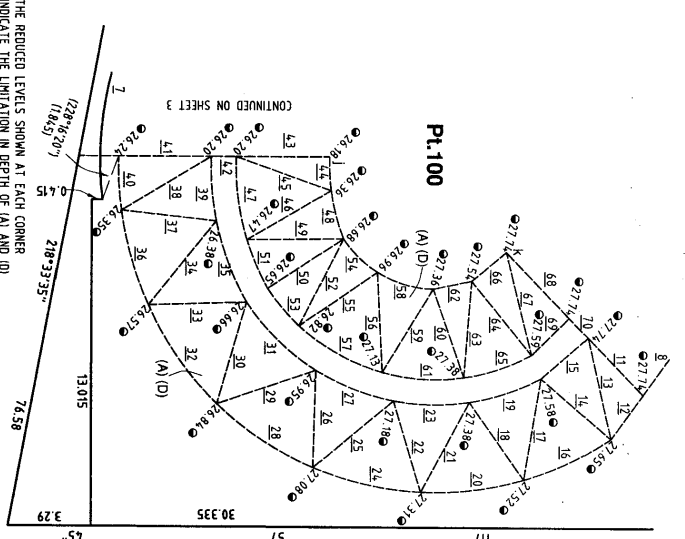
PLANFORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

No.	SCHEDULE OF SHORT & CURVED LINES		
	BEARING	DIST	ARC RAD
1	83°14'10"	5.955	
2	28°02'20"	5.955	
3	27°49'40"	5.555	
4	117°10'20"	0.714	
5	83°29'00"	2.19	
6	120°14'40"	1.88	
7	68°53'20"	19.99	22.505
8	63°47'10"	5.185	
9	163°55'30"	7.855	
10	258°05'00"	1.555	
11	343°55'30"	3.15	
12	63°47'10"	2.17	
13	195°07'30"	4.128	
14	158°41'50"	3.465	
15	256°59'30"	2.475	
16	92°35'30"	3.835	3.85
17	217°27'40"	4.1	
18	172°49'20"	3.78	
19	279°29'10"	3.005	3.02
20	110°57'20"	4.145	4.155
21	236°19'10"	4.085	
22	191°17'30"	3.8	
23	298°47'30"	3.03	3.045
24	330°37'50"	4.395	4.42
25	259°04'10"	4.17	
26	209°35'20"	3.87	
27	319°05'30"	3.315	3.33
28	151°21'10"	4.595	4.62
29	279°12'38"	4.17	
30	224°08'58"	4.2	
31	342°06'28"	3.87	3.9
32	172°56'48"	4.77	4.8
33	298°08'00"	3.91	
34	246°54'40"	4.31	
35	191°50'00"	3.465	3.475
36	304°12'48"	3.935	3.95
37	268°54'28"	4.16	
38	224°08'00"	2.515	2.575
39	204°46'55"	2.15	2.15
40	204°46'55"	2.15	13.5
41	69°57'20"	3.485	
42	69°57'20"	3.705	
43	69°57'20"	3.705	
44	23°52'40"	1.335	1.335
45	37°15'20"	3.975	
46	80°18'00"	3.335	3.355
47	109°18'00"	3.335	2.005
48	117°18'00"	3.835	
49	184°44'20"	2.1	2.115
50	51°40'20"	1.945	1.95
51	167°32'10"	1.8	1.915
52	342°02'48"	3.775	
53	83°29'00"	3.915	
54	205°01'48"	3.785	3.82
55	144°52'48"	3.785	3.82
56	314°16'20"	2.32	2.35
57	59°20'50"	3.88	
58	8°37'20"	3.725	
59	301°25'30"	3.725	3.79
60	286°15'30"	1.57	
61	327°27'30"	3.845	
62	348°37'20"	3.785	
63	98°23'30"	2.85	2.865
64	258°05'00"	1.795	
65	139°52'20"	3.62	
66	343°55'30"	3.62	
67	79°21'20"	2.1	
68	343°55'30"	2.1	
69	207°57'20"	15.955	
70	343°55'30"	1.085	
71	207°57'20"	15.955	
72	117°57'20"	1.935	
73	207°57'20"	2.585	
74	297°57'20"	2.1445	
75	207°57'20"	7.995	
76	233°55'10"	10.965	11.1
77	282°28'20"	2.77	2.815
78	297°57'20"	2.7	4.5
79	27°57'20"	0.135	
80	297°57'20"	1.82	

No.	SCHEDULE OF BOUNDARY & EASEMENT LINES		
	BEARING	LOWER RL	UPPER RL
1	27.69	31.88	
2	27.69	31.58	
3	27.69	31.3	
4	27.69	32.1	
5	27.69	30.7	
6	27.69	29.94	
7	27.69	31.88	
8	27.69	31.58	
9	27.69	30.7	
10	27.69	30.7	



1 LEVELS ARE BASED ON AUSTRALIAN HEIGHT DATUM
 2 SEE SHEET 7 FOR AREA SCHEDULE
 3 SEE SHEET 8 FOR SECTIONS

NOTES

INDICATES STRATUM BOUNDARY LINE
 INDICATES EASEMENT LINE
 INDICATES REDUCED LEVEL
 ICW INDICATES INSIDE FACE OF IRREGULAR CONCRETE WALL
 FW INDICATES FACE CONCRETE WALL

THIS PART OF LOT 100 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 27.69 & LIMITED IN HEIGHT TO THE HORIZONTAL PLANE INDICATED ON THE PLAN

THIS PART OF LOT 101 IS LIMITED TO THE STRATUM BETWEEN THE HORIZONTAL PLANES AT RL 27.69 & RL 30.7

THIS PART OF LOT 102 IS LIMITED TO THE STRATUM BETWEEN THE HORIZONTAL PLANES AT RL 27.69 & RL 31.58

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 297°57'20" UNLESS OTHERWISE SHOWN

(A) RIGHT OF ACCESS 5.5, 6 AND VARIABLE WIDTH LIMITED TO THE STRATUM BETWEEN THE HORIZONTAL & INCLINED PLANES DENIED BY THE LEVELS & THE INCLINED PLANES 2.2 ABOVE THE LEVELS

(B) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM

(C) RIGHT TO USE LIFT LIMITED IN STRATUM

(D) PROPOSED RIGHT OF ACCESS 5.5, 6 & VARIABLE WIDTH LIMITED TO THE STRATUM BETWEEN THE HORIZONTAL & INCLINED PLANES DENIED BY THE LEVELS & THE HORIZONTAL & INCLINED PLANES 2.2 ABOVE THE LEVELS

DP1103448

Registered: 10/1/2007

This is sheet 4 of my plan in 8 sheets dated 4-09-2006

SEE SIGNATURE FORM

SEE SIGNATURE FORM

SEE SIGNATURE FORM

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SEE SIGNATURE FORM

PLANFORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

TABLE	BEARING	DIST	ARC	RAD
1	83°14'10"	0.515		
2	23°02'20"	5.955		
3	27°49'40"	5.55		
4	117°10'15"	0.71		
5	83°29'00"	2.19		
6	120°14'40"	1.88		
7	68°53'20"	19.99	22.505	13.5
8	207°56'10"	0.74	0.74	20
9	218°03'50"	0.74		
10	298°18'20"	2.32		
11	27°59'50"	8.71		
12	172°23'30"	9.19		
13	284°35'00"	5.495	5.535	13
14	99°23'10"	2.625	2.665	4.5
15	188°59'30"	8.79		
16	161°22'20"	8.64		
17	263°10'30"	4.16	4.18	13
18	135°54'50"	9.105		
19	245°15'30"	3.935	3.95	13
20	62°30'40"	4.025	4.03	22.5
21	161°57'40"	8.01		
22	129°31'00"	8.01		
23	222°01'20"	4.75	4.78	13
24	52°41'00"	3.68	3.685	22.5
25	155°06'40"	6.935		
26	115°06'40"	6.935		
27	207°52'30"	2.7	2.795	13
28	209°59'20"	3.1	3.105	22.5
29	44°02'20"	3.1		
30	143°39'50"	6.135		
31	124°03'00"	6.14		
32	225°35'20"	1.885		
33	27°56'10"	3.515		
34	153°39'10"	7.515		
35	117°57'20"	6.1		
36	207°57'20"	4.88		
37	27°56'10"	7.815		
38	316°36'00"	4.225		
39	207°57'20"	4.225		
40	27°57'20"	4.225		
41	118°34'10"	6.745		
42	27°49'40"	1.365		
43	117°30'20"	2.505		
44	200°06'40"	3.075		
45	117°57'20"	5.585		
46	207°57'20"	2.455		
47	297°57'20"	2.49		
48	27°49'40"	1.34		

SCHEDULE OF BOUNDARY & EASEMENT LIMITS	LOWER RL	UPPER RL
7	30.7	35.7
8	31.58	35.7
9	31.3	35.7
10	32.1	34.6
11	32.1	35.7
12	30.7	35.38
13	31.88	35.38
14	31.88	35.7
15	31.88	35.7
16	31.58	34.08
17	31.63	34.13
18	31.23	35.7
19	31.3	35.7
26	30.7	35.7
27	30.7	35.7

EP1 INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLUDED PLANE BETWEEN RL 31.63 & RL 34.23 & LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 35.7

EP2 INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLUDED PLANE BETWEEN RL 34.23 & RL 35.7 & LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 35.7

INDICATES EASEMENT LEVEL

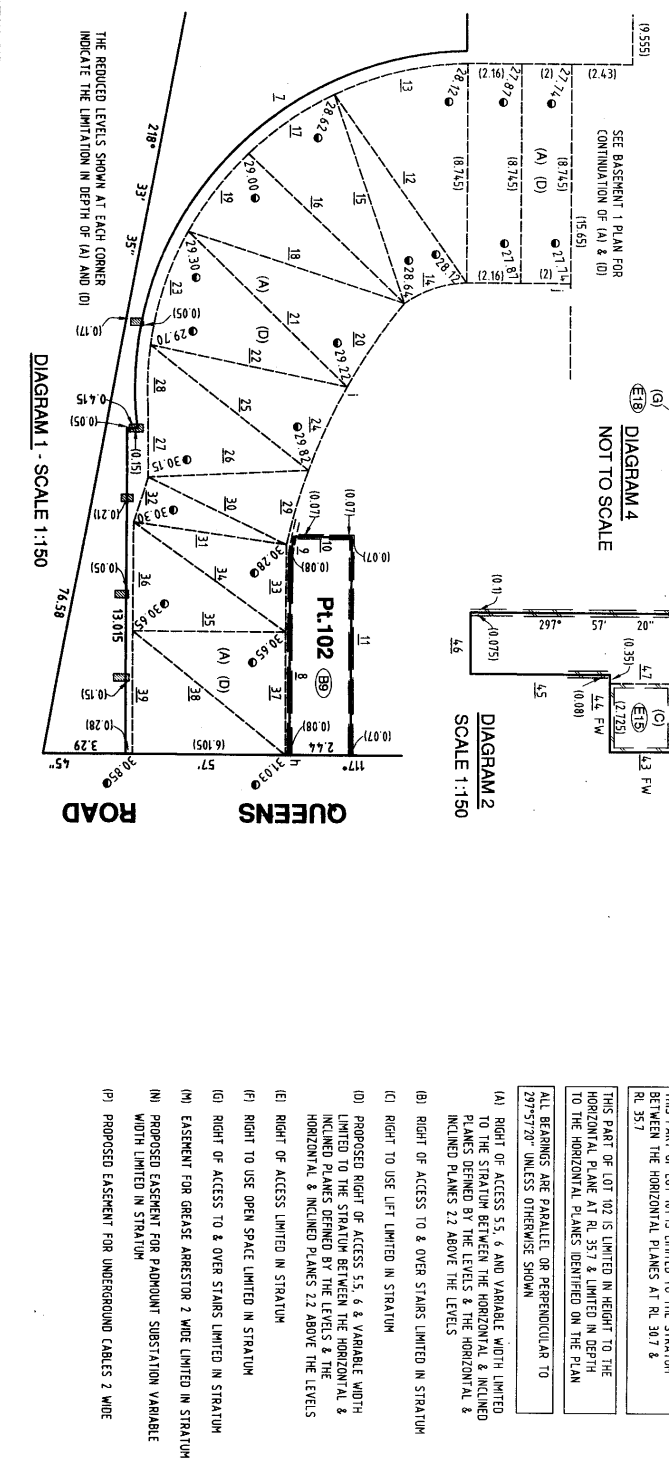
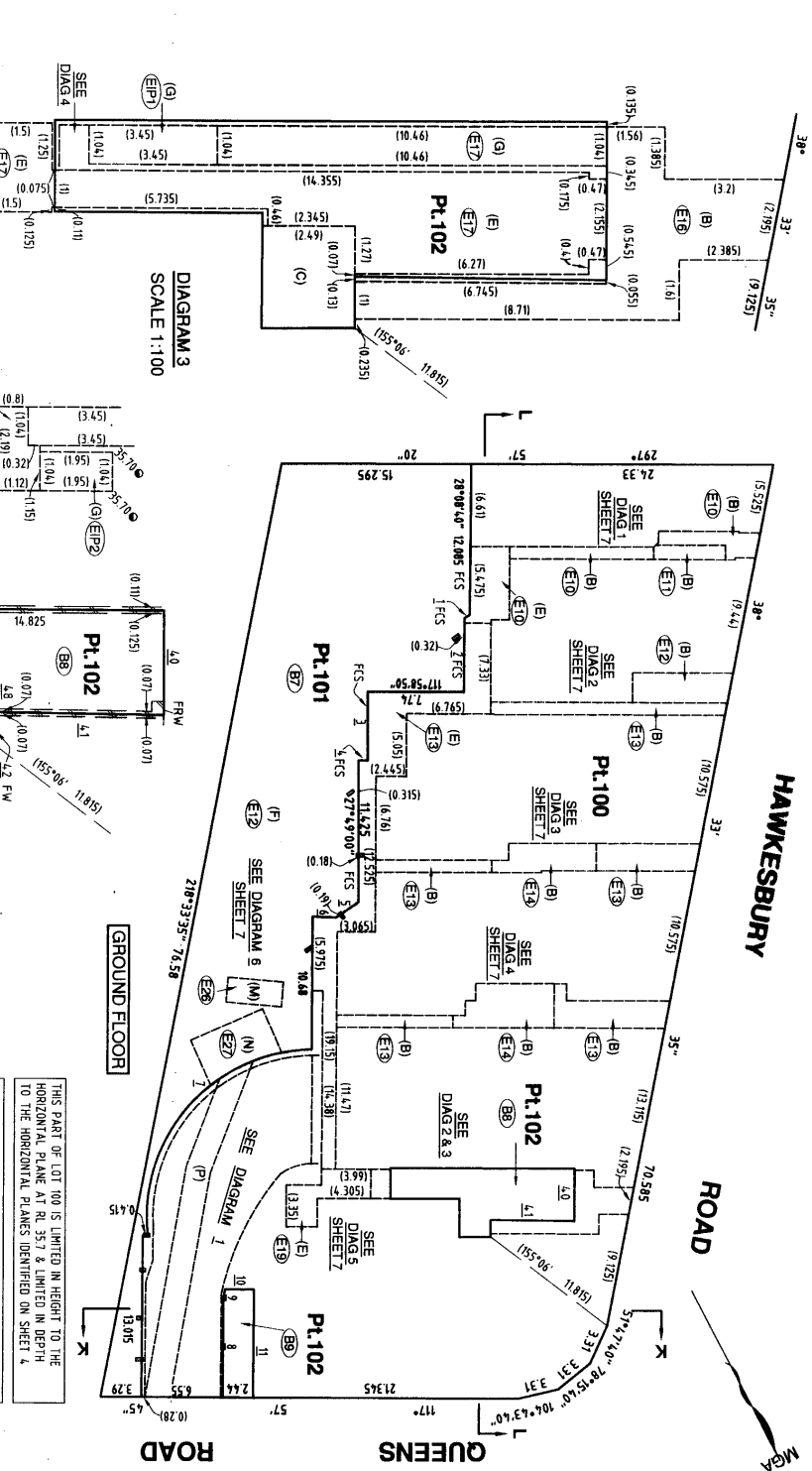
INDICATES REDUCED LEVEL

INDICATES FACE CONCRETE WALL

INDICATES FACE RENDERED WALL

INDICATES FACE CONCRETE SLAB

NOTES:
 1. LEVELS ARE BASED ON AUSTRALIAN HEIGHT DATUM
 2. SEE SHEET 7 FOR AREA SCHEDULE
 3. SEE SHEET 8 FOR SECTIONS



Reduction Ratio: 1:300 & AS SHOWN

SURVEYORS REFERENCE: 2015

Registered: **DP1103448**

Registered: **ID: 1-2007**

This is sheet **5** of my plan in **8** sheets dated **4-09-2006**

[SEE SIGNATURE FORM]

Surveyor registered under Surveying Act, 2002

This is sheet **5** of my plan of **streets** covered by subdivision certificate No. **of**

[SEE SIGNATURE FORM]

Authorized Person/General Manager/Accountant/Clerk

For use where space is insufficient in any point on Plan Form 2

(A) THIS PART OF LOT 100 IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 35.7 & LIMITED IN DEPTH TO THE HORIZONTAL PLANE IDENTIFIED ON SHEET 4

(B) THIS PART OF LOT 101 IS LIMITED TO THE STRATUM BETWEEN THE HORIZONTAL PLANES AT RL 30.7 & RL 35.7

(C) ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 297°57'20" UNLESS OTHERWISE SHOWN

(D) RIGHT OF ACCESS 5.5, 6 AND VARIABLE WIDTH LIMITED TO THE STRATUM BETWEEN THE HORIZONTAL & INCLINED PLANES DEFINED BY THE LEVELS & THE HORIZONTAL & INCLINED PLANES 22 ABOVE THE LEVELS

(E) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM

(F) RIGHT TO USE LIFT LIMITED IN STRATUM

(G) PROPOSED RIGHT OF ACCESS 5.5, 6 & VARIABLE WIDTH LIMITED TO THE STRATUM BETWEEN THE HORIZONTAL & INCLINED PLANES DEFINED BY THE LEVELS & THE HORIZONTAL & INCLINED PLANES 22 ABOVE THE LEVELS

(H) RIGHT OF ACCESS LIMITED IN STRATUM

(I) RIGHT TO USE OPEN SPACE LIMITED IN STRATUM

(J) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM

(K) EASEMENT FOR GREASE ARRESTOR 2 WIDE LIMITED IN STRATUM

(L) PROPOSED EASEMENT FOR PADMOUNT SUBSTATION VARIABLE WIDTH LIMITED IN STRATUM

(M) PROPOSED EASEMENT FOR UNDERGROUND CABLES 2 WIDE

THIS PART OF LOT 101 AND 102 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 35.70 & LIMITED IN HEIGHT TO THE HORIZONTAL PLANES INDICATED ON THE ROOF TERRACE AND ABOVE PLAN

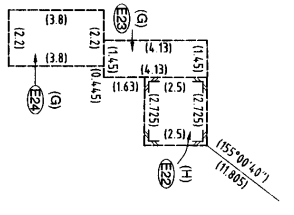


DIAGRAM 2
SCALE 1:150

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 297°57'20" UNLESS OTHERWISE SHOWN

THIS PART OF LOT 100 IS UNLIMITED IN HEIGHT & LIMITED IN DEPTH TO THE HORIZONTAL PLANES INDICATED ON THE PLAN

THIS PART OF LOT 102 IS UNLIMITED IN HEIGHT & LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 44.44

(G) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM
 (H) RIGHT TO USE LIFT LIMITED IN STRATUM
 (I) EASEMENT FOR KITCHEN EXHAUST LIMITED IN STRATUM

--- INDICATES STRATUM BOUNDARY LINE
 - - - - - INDICATES EASEMENT WALL
 FRW INDICATES FACE RENDERED WALL

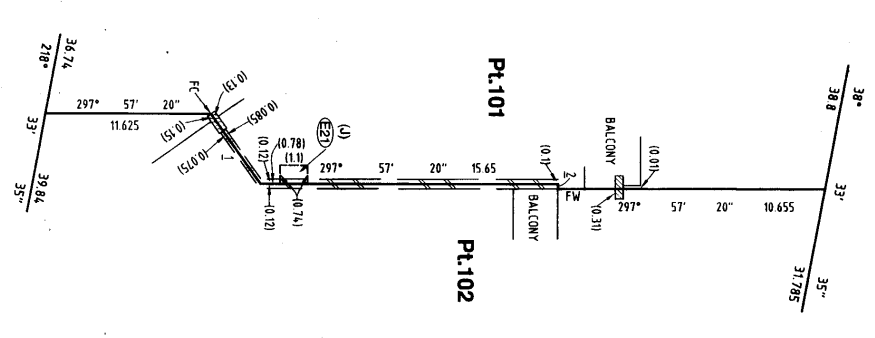


DIAGRAM 1 - NOT TO SCALE

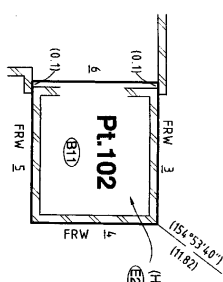


DIAGRAM 3 - NOT TO SCALE

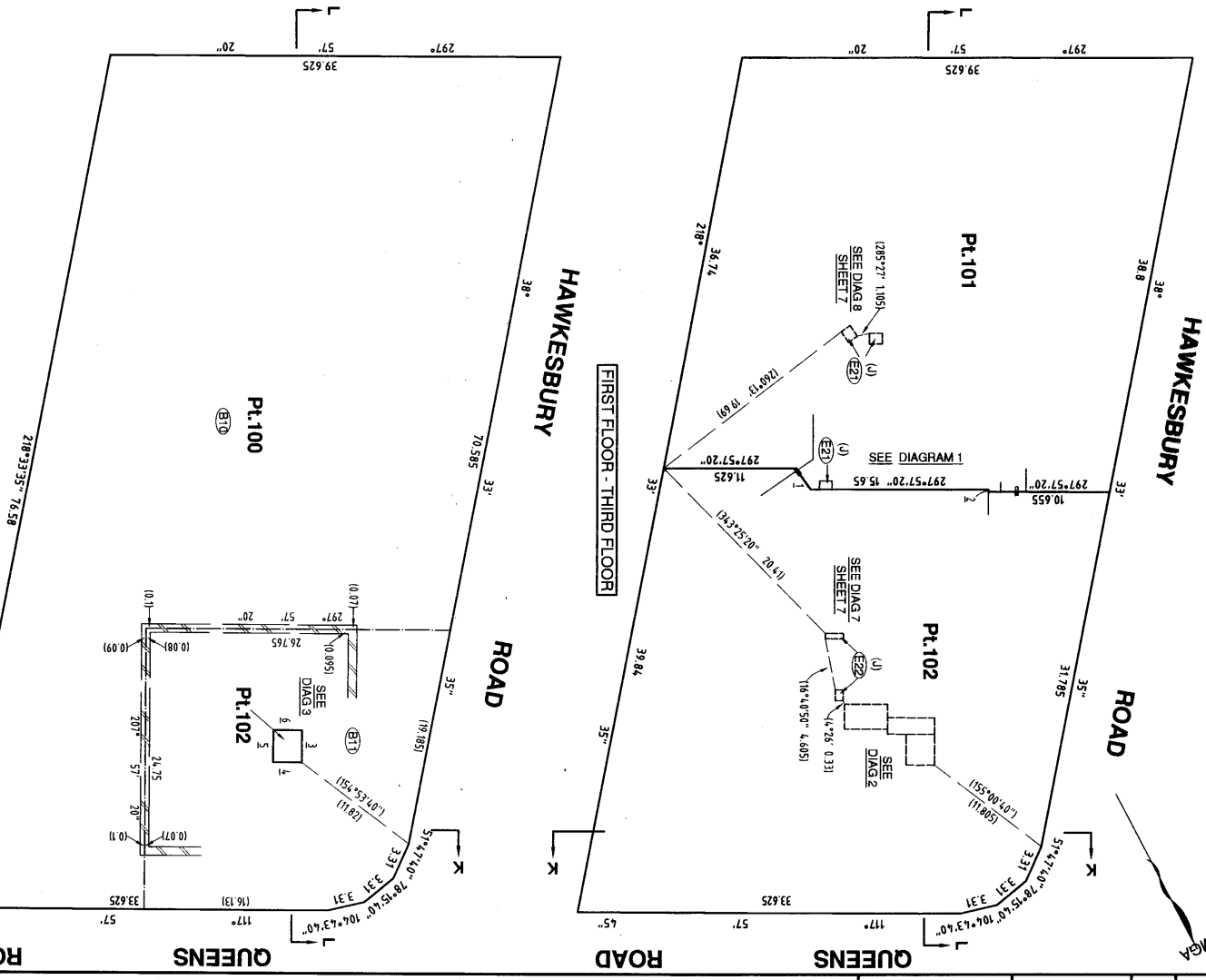
SCHEDULE OF SHORT LINES

No	STARTING	ENDING	Q.151
1	277°57'20"	0°15'	0.19
2	277°57'20"	0°19'	0.19
3	277°57'20"	2°33'	2.33
4	118°16'59"	2°33'	2.33
5	277°57'20"	2°33'	2.33
6	277°57'20"	2°33'	2.33
7	277°57'20"	2°33'	2.33
8	118°16'59"	2°33'	2.33
9	277°57'20"	2°33'	2.33

SCHEDULE OF BOUNDARY & EASEMENT LIMITS

(B)	(E)	LOWER RL	UPPER RL
10	10	44.44	UNLIMITED
11	21	35.70	UNLIMITED
22	22	35.70	44.44
23	23	41.58	44.08
24	24	35.70	44.44
25	25	44.44	UNLIMITED

NOTES
 1. LEVELS ARE BASED ON AUSTRALIAN HEIGHT DATUM
 2. SEE SHEET 7 FOR AREA SCHEDULE
 3. SEE SHEET 8 FOR SECTIONS



ROOF TERRACE & ABOVE

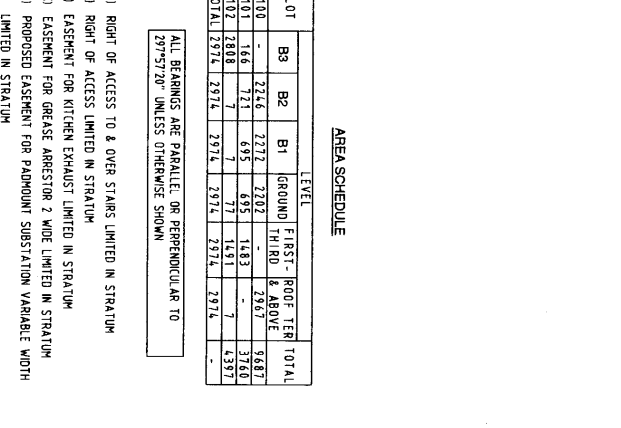
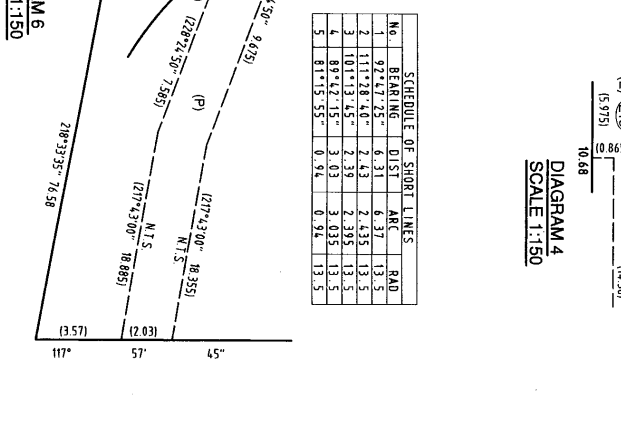
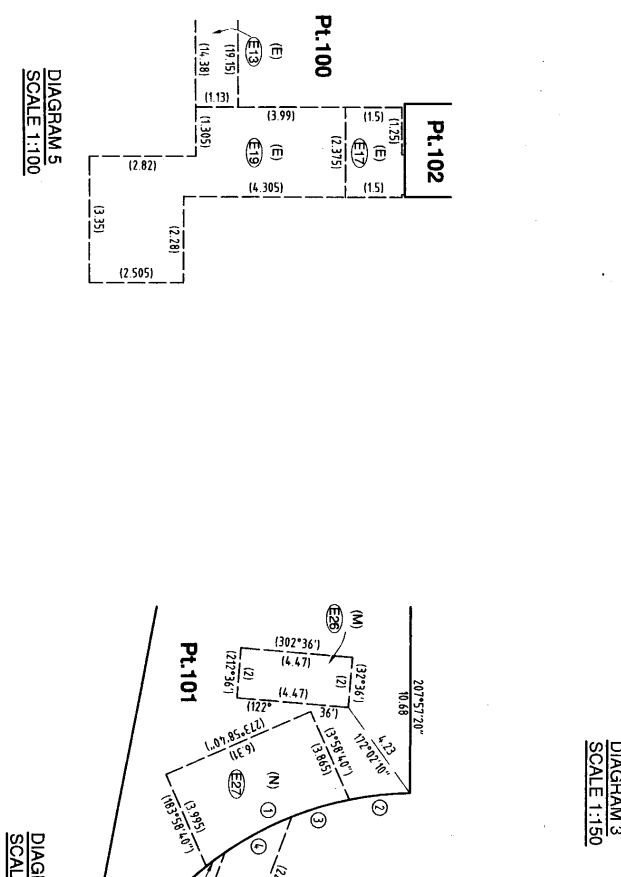
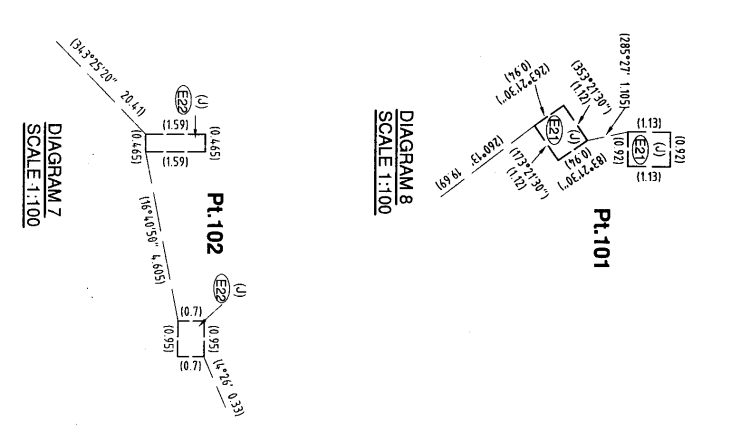
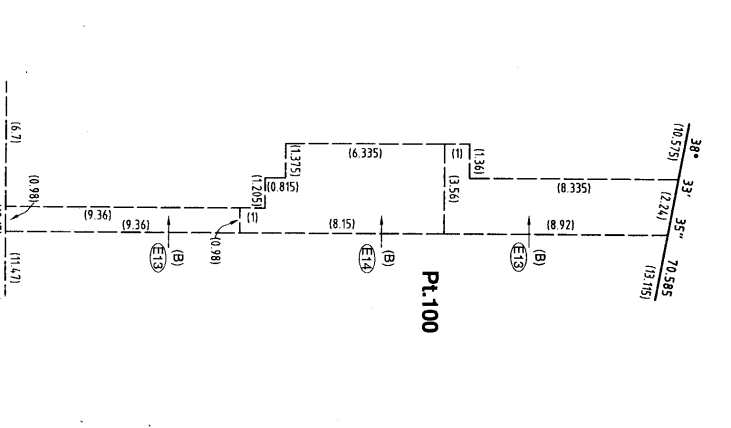
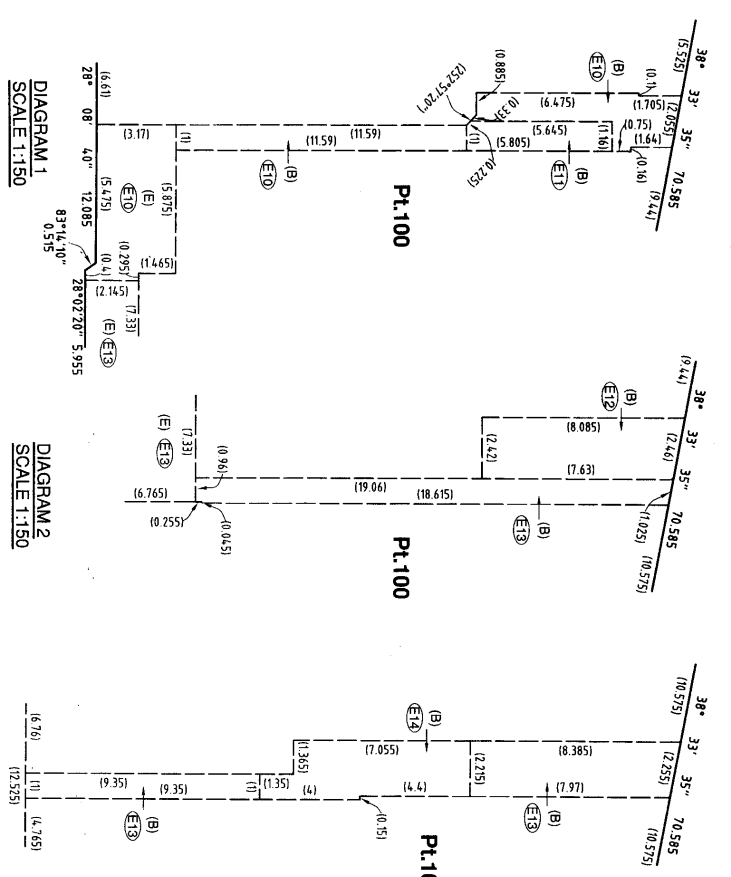
Registered: 10.1.2007
 This is sheet 6 of my plan in 8 sheets
 dated 4-09-2006

[SEE SIGNATURE FORM]

Surveyor registered under Surveying Act, 2002
 This is sheet of my plan of sheets
 covered by subdivision certificate No.

[SEE SIGNATURE FORM]

Authorised Person/General Manager/Accountant Officer
 For use where space is insufficient in any panel on
 Plan Form 2



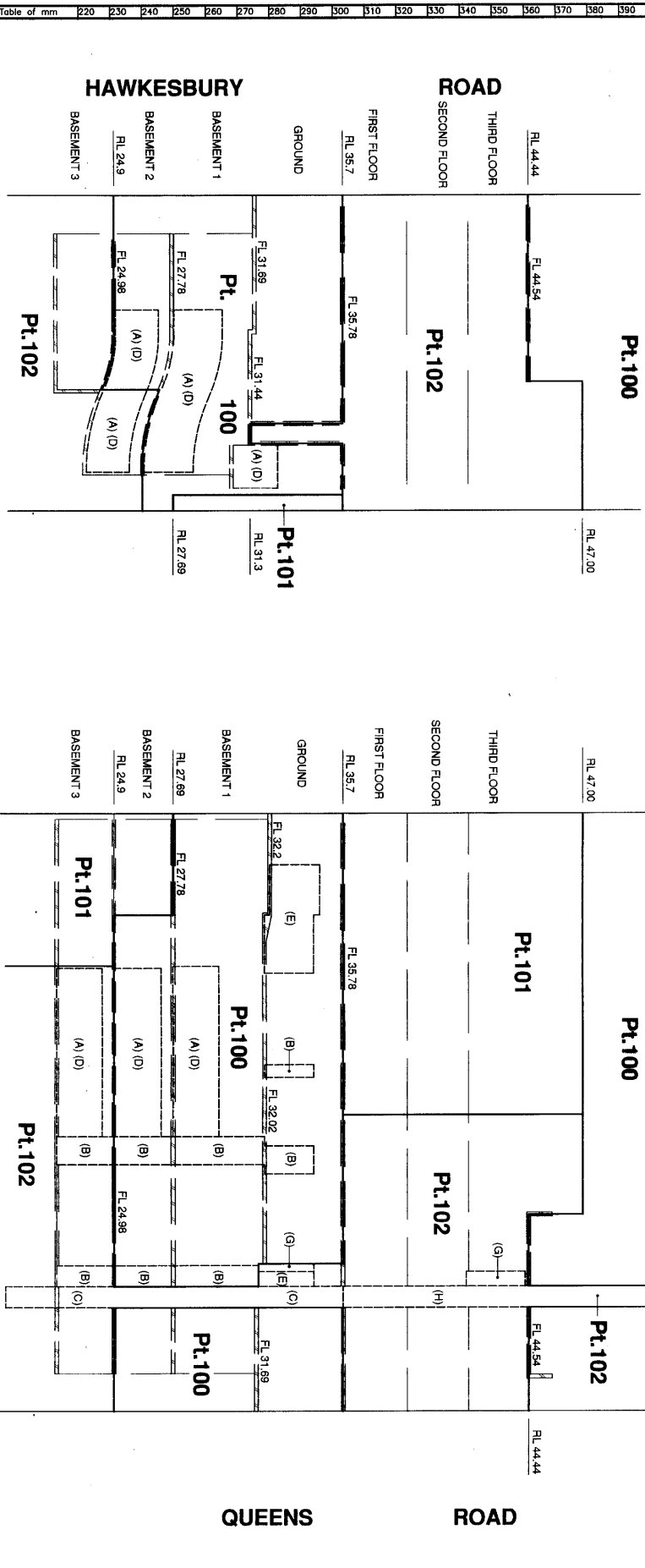
No	BEARING	DIST	ARC	RAD
1	97°47'45"	6.31	6.37	13.5
2	117°28'46"	2.43	2.433	13.5
3	108°42'45"	3.23	2.335	13.5
4	88°42'45"	3.23	3.033	13.5
5	81°15'55"	0.74	0.74	13.5

LOT	B3	B2	B1	LEVEL	FIRST-ROOF TER.	TOTAL
100	-	224.6	227.2	220.2	286.7	888.7
101	1.6	7.1	6.95	14.83	-	37.68
102	20.8	7	7	14.91	7	43.97
TOTAL	297.4	297.4	297.4	297.4	297.4	-

- ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 297°57'20" UNLESS OTHERWISE SHOWN
- (B) RIGHT OF ACCESS TO & OVER SIGNS LIMITED IN STRATUM
 - (E) RIGHT OF ACCESS LIMITED IN STRATUM
 - (U) EASEMENT FOR KITCHEN EXHAUST LIMITED IN STRATUM
 - (M) EASEMENT FOR GREASE ARRESTOR 2 WIDE LIMITED IN STRATUM
 - (N) PROPOSED EASEMENT FOR PADMOUNT SUBSTATION VARIABLE WIDTH LIMITED IN STRATUM
 - (P) PROPOSED EASEMENT FOR UNDERGROUND CABLES 2 WIDE

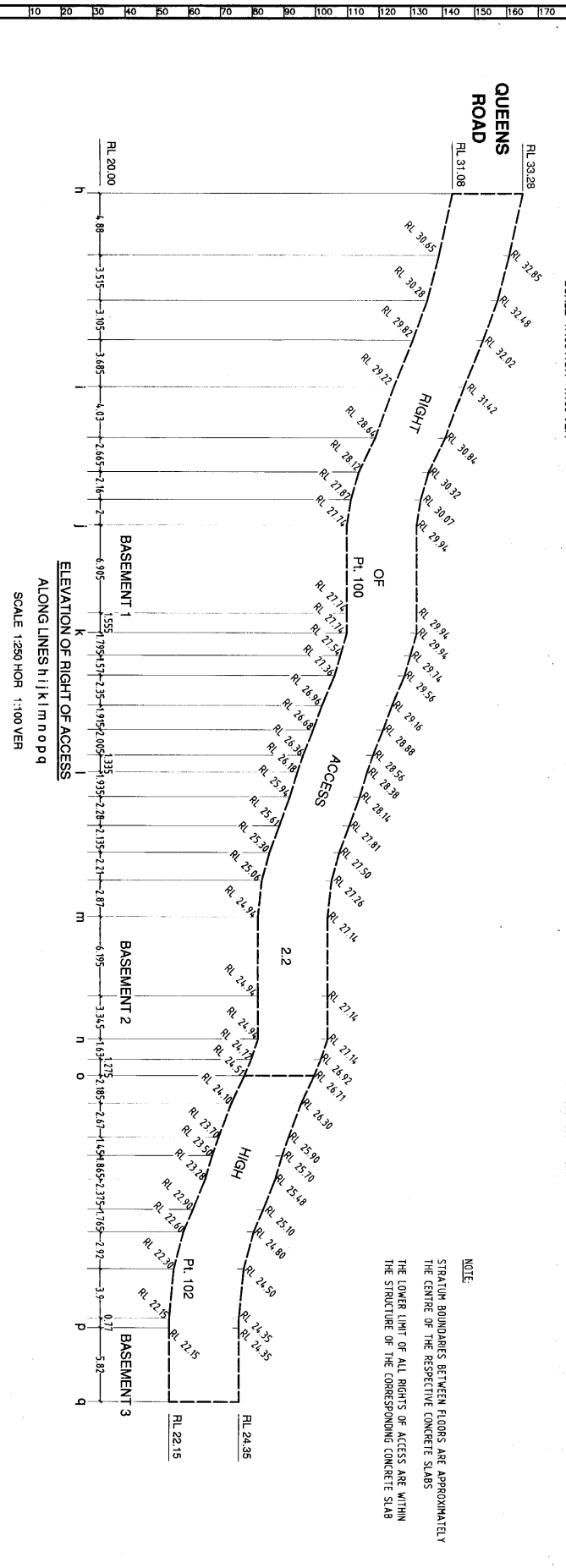
DIAGRAM 1 SCALE 1:150
 DIAGRAM 2 SCALE 1:150
 DIAGRAM 3 SCALE 1:150
 DIAGRAM 4 SCALE 1:150
 DIAGRAM 5 SCALE 1:100
 DIAGRAM 6 SCALE 1:150
 DIAGRAM 7 SCALE 1:100
 DIAGRAM 8 SCALE 1:100

Dp1103448
 Registered 10.1.2007
 This is sheet 7 of my plan in 8 sheets dated 4-09-2008
 SEE SIGNATURE FORM
 Surveyor registered under Surveying Act, 2002
 This is sheet of my plan of No. sheets covered by subdivision certificate of
 SEE SIGNATURE FORM
 Authorised Person/General Manager/Accountant/Clerk
 For use where space is insufficient in any panel on Plan Form 2



SECTION K-K
 SCALE 1:400 HOR 1:150 VER

SECTION L-L
 SCALE 1:400 HOR 1:150 VER




CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1 sheet(s)

* OFFICE USE ONLY

**PLAN OF SUBDIVISION OF
 LOT 1 IN DP 1093057**

DP1103448


Registered:  10.1.2007

Surveying Regulation, 2006

I, DAVID GEOFFREY BROMHEAD
 of GARY EDWARDS & ASSOCIATES PTY LTD
 PO BOX 2572 NORTH PARRAMATTA 1750
 a surveyor registered under the *Surveying Act, 2002*, certify that the
 survey represented in this plan is accurate, has been made in
 accordance with the *Surveying Regulation, 2006* and was completed
 on: 04-09-2006


The survey relates to LOTS 100,101 & 102

.....
 (specify the land actually surveyed or specify any land shown in the
 plan that is not the subject of the survey)

Signature:  Dated: 27/10/06
 Surveyor registered under the *Surveying Act, 2002*


Datum Line: 'X'-'Y'
 Type: Urban/Rural

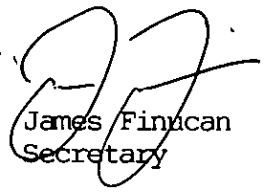
**SIGNATURES, SEALS and STATEMENTS of intention
 to dedicate public roads or to create public reserves
 and drainage reserves.**


 SHAUNE MCPHERSON

Signed as delegate for The Public
 Trustee of Queensland under Section 11A
 of the Public Trustee Act 1978

Executed on behalf of
 CITY PACIFIC LIMITED ACN 079 453 955
 by:

 Philip Sullivan
 Director

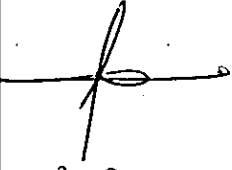
 James Finucan
 Secretary

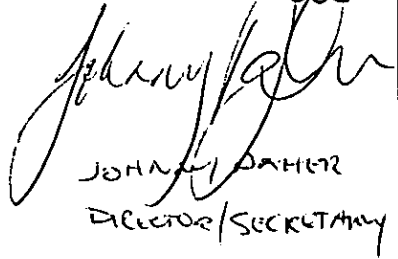
Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land
 shown herein have been given

Signature:.....
 Date:.....
 File Number:.....
 Office:.....

DEU 2000 PTY LTD ACN 028031065

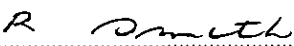
 Elee Oahar
 Director

 JOHNNY OAHAR
 DIRECTOR/SECRETARY

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and
 Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
 (insert 'subdivision' or 'new road')


 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: PARRAMATTA CITY COUNCIL
 Date of Endorsement: 4 DECEMBER 2006
 Accreditation no:
 Subdivision Certificate no: SC/139/2006
 File no:

* Delete whichever is inapplicable.

Use PLAN FORM 6A for additional
 certificates, signatures and seals

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
 AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 6 sheets)

DP1103448

Plan of subdivision of Lot 1 in D.P. 1093057
 covered by Subdivision Certificate No. SC/139/2006
 4 DECEMBER 2006

Full name and address of the
 owner of the land:

Dev 2000 Pty Limited
 Unit 4a 2 Sorrell Street
 PARRAMATTA NSW 2150

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Restriction on use	100, 101, 102	Parramatta City Council
2	Positive Covenant	100, 101, 102	Parramatta City Council
3	Right of access 5.5, 6 and variable width limited in stratum (A)	100 101 102	101, 102, IEA 100, 102, IEA 100, 101, IEA
4	Right of access to and over stairs limited in Stratum (B)	100 101 102	101, 102 100, 102 100, 101
5	Right to use lift limited in stratum (C)	102	100,101
6	Right of access limited in stratum (E)	100 102	101,102 100,101
7	Right to use open space limited in stratum (F)	101	102
8	Right of access to and over stairs limited in stratum (G)	102	100
9	Right to use lift limited in stratum (H)	102	100

IEA denotes Integral Energy Australia

R Smith

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 6 sheets)

DP1103448

Plan of subdivision of Lot 1 in D.P. 1093057
covered by Subdivision Certificate No. SC 139/2006
4 DECEMBER 2006

10	Easement for kitchen exhaust limited in stratum (J)	101 102	100 100
11	Easement for services affecting the whole of the lot	100 101 102	101,102 100,102 100,101
12	Easement for support affecting the whole of the lot	100 101 102	101,102 100,102 100,101
12	Easement for grease arrestor 2 wide Limited in Stratum (M)	101	100

add

PART 2

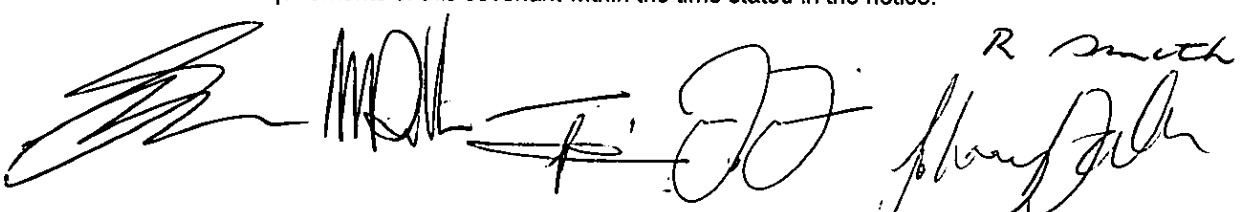
Item 1. Terms of restriction on use numbered 1 in the plan

The registered proprietor shall not make or permit or suffer the making of any alterations to the on-site stormwater detention system which is constructed on the lot(s) burdened without the prior consent in writing of Parramatta City Council. The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage. Any on-site stormwater detention system constructed on the lot(s) burdened is hereafter referred to as "the system". The on site stormwater detention system is detailed on the plans approved by Dix Gardner Pty Ltd on Construction Certificate No. 107/05 on 23/3/05 A copy of the Construction Certificate is held on Council File No. DA1840/2003

Name of Authority having the power to release, vary or modify the restriction on use numbered 1 in the plan is Parramatta City Council.

Item 2. Terms of positive covenant numbered 2 in the plan

1. The registered proprietor of the lot(s) hereby burdened will in respect of the system:
 - (a) keep the system clean and free from silt, rubbish and debris.
 - (b) maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner.
 - (c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant.
 - (d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 6 sheets)

DP1103448

Plan of subdivision of Lot 1 in D.P. 1093057
covered by Subdivision Certificate No. SC 1139 / 2006
4 DECEMBER 2006

PART 2

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
- (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(d) above.
 - (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction
 - (a) any expense reasonably incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, 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.
3. This covenant shall bind all person who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

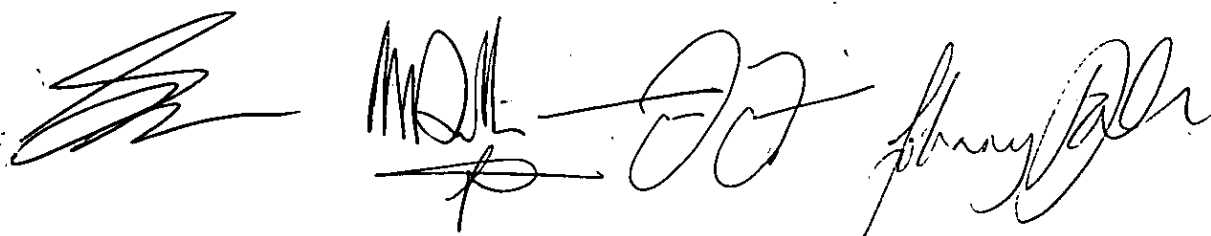
For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Dix Gardner Pty Ltd as Construction Certificate No 107/05 on 23/3/05, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File No DA1840/2003

Name of Authority having the power to release vary or modify the positive covenant numbered 2 in this plan is Parramatta City Council

Item 3. Terms of right of access to and over stairs numbered 4 in the plan

Right of access within the meaning of Part 14 of Schedule 8 of the Conveyancing Act 1919 as amended.

R Smith



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 4 of 6 sheets)

DP1103448

Plan of subdivision of Lot 1 in D.P. 1093057
covered by Subdivision Certificate No. SC 1139/2006
4 DECEMBER 2006

Item 4. Terms of right to use lift numbered 5 in the plan

Right to use lift to provide access within the meaning of Part 14 of Schedule 8 of the Conveyancing Act 1919 as amended.

Item 5. Terms of right to use open space numbered 7 in the plan

- (i) The grantor grants the right for the grantee and its authorised users to enter, pass and repossess to and from the lot benefited over that part of the lot burdened marked Right to use open space (F) on the plan for the purpose of passive recreation.
- (ii) When they exercise their rights under this easement the grantee and its authorised users must:
 - a) repair damage which they cause to the site; and
 - b) cause as little inconvenience as practicable to the grantor or occupier of the lot burdened;
 - c) The grantee and its authorised users must not unreasonably obstruct the use of the lot burdened

Item 6. Terms of right of access to and over stairs numbered 8 in the plan

Right of access within the meaning of Part 14 of Schedule 8 of the Conveyancing Act 1919 as amended.

Item 7. Terms of right to use lift numbered 9 in the plan

Right to use lift to provide access within the meaning of Part 14 of Schedule 8 of the Conveyancing Act 1919 as amended.

Item 8. Terms of easement for kitchen exhaust numbered 10 in the plan

- (i) The Grantee has at all times the right:
 - a) to pass kitchen exhaust in any quantities to and from the Lot Benefited through the easement site;
 - b) to use for the purpose of the easement any of the works already laid within the easement site for the purpose of the kitchen exhaust; and
 - c) with any tools, implements, or machinery, necessary, to enter upon the Lot Burdened and to remain there for any reasonable time to inspect, clean, repair, maintain or renew the works or any part of them

R Smith

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 5 of 6 sheets)

DP1103448

Plan of subdivision of Lot 1 in D.P. 1093057
covered by Subdivision Certificate No. Sc 1139 / 2006
4 DECEMBER 2006

PART 2

- (ii) In exercising those powers, the Grantee must;
 - a) ensure that all work is done properly;
 - b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
 - c) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - d) make good any collateral damage

- (iii) The Grantee may only do a thing under this easement within the site of the easement

- (iv) The rights in and obligations on the Grantee in this easement extended to every Authorised Person

12

Item 9. Terms of easement for grease arrestor numbered 12 in the plan

add.

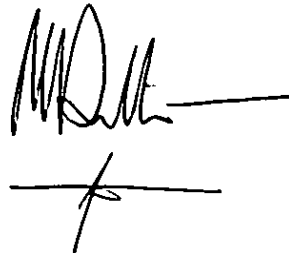
- (i) The Grantee has at all times the right:
 - (a) to pass kitchen drainage waste in any quantities to and from the Lot Burdened through the easement site;
 - (b) to use for the purpose of the easement any of the works already laid within the easement site for the purpose of the kitchen drainage waste; and
 - (c) with any tools, implements, or machinery, necessary, to enter upon the Lot Burdened and to remain there for any reasonable time to inspect, clean, repair, maintain or renew the works or any part of them.

- (ii) In exercising those powers, the Grantee must;
 - (a) ensure that all work is done properly
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
 - (c) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (d) make good any collateral damage

- (iii) The Grantee may only do a thing under this easement within the site of the easement

- (iv) The rights in and obligations on the Grantee in this easement extend to every Authorised Person

R Smith



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

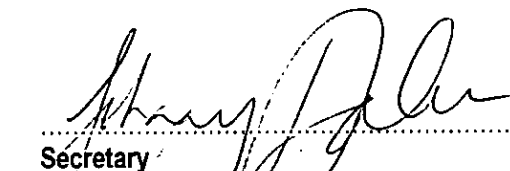
(Sheet 6 of 6 sheets)

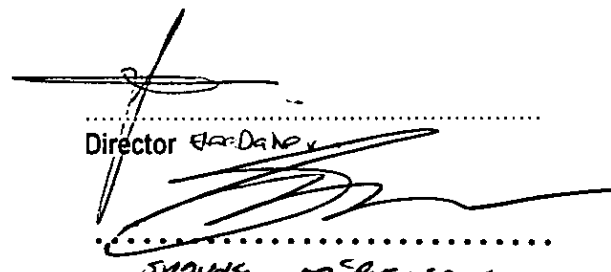
DP1103448

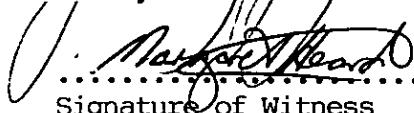
Plan of subdivision of Lot 1 in D.P. 1093057
covered by Subdivision Certificate No. SC 1139/2006
4 DECEMBER 2006

PART 2

~~The common seal of Dev 2000 Pty Limited~~ ACN 088 031 065
~~was hereunto affixed by the authority~~
~~of the Board of Directors in~~
~~the presence of:~~


.....
Secretary


.....
Director

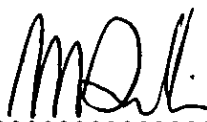

.....
Signature of Witness

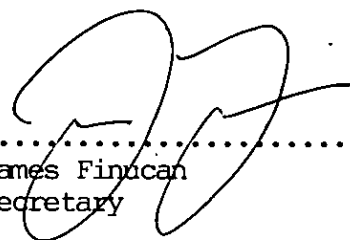
JANE M'ANSON
Signed as delegate for the Public
Trustee of Queensland under Section
11A of the Public Trustee Act 1978

~~Consent of mortgagee~~

MARGALET MARIA HEARD
.....
Name of Witness
66 NERANG ST
SOUTHPORT QLD 4215
.....
Address of Witness

Executed on behalf of
CITY PACIFIC LIMITED ACN 079 453 955
by:


.....
Philip Sullivan
Director


.....
James Finucan
Secretary

R Smith
Authorised Person
PARRAMATTA CITY COUNCIL
ROBYN SMITH
SUPERVISOR PLANNING
CERTIFICATES

REGISTERED  10.1.2007

Strata Certificate

Surveyors Certificate

*Name of Council: Accredited Certificate, 1991/1012, being satisfied that the requirements of the Strata Schemes (Financial Development) Act 1972 or Strata Schemes (Financial Development) Act 1973 have been complied with, approval of the proposal:

Strata plan: 1000/1000

Registered in the strata to this certificate.

*The applicant certifies that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

*The strata certificate is a part of a development scheme. The council's approval certifies that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the terms of the development consent to which it relates.

*The Council does not object to the encroachment of the building beyond the alignment of QUEENS ROAD

*The applicant certifies that the building, together with any other development consent in force that affects the encroachment:

*The applicant certifies that the building, together with any other development consent in force that affects the encroachment, is not a building that is prohibited by the Building Act 1993 or the Building Regulation 2006.

Date: 15/1/07

Subdivision No: 03/07

Approval No: 302,551

Relevant Development Consent No: 1840/2003

Issued by: Peter Armstrong, Council

Authorised Person: General Manager/Accredited Certifier

*Complete or delete if applicable.

GARY EDWARDS
of GARY EDWARDS & ASSOCIATES PTY. LTD.
P.O. Box 2572, NORTH PARAMATTA 1750
a surveyor registered under the Surveying Act 2002, hereby certifies that:

(1) each applicable requirement of Schedule 1A to the Strata Schemes (Financial Development) Act 1972 or Schedule 1A to the Strata Schemes (Financial Development) Act 1996 has been met;

(2) (a) the building encroaches on a public place:
(b) the building encroaches on land (other than a public place) in respect of which an encroachment or an appropriate assessment has been created by registered:

* is to be created under section 48B of the Conveyancing Act 1919

(3) the survey information recorded in the accompanying location plan is accurate.

Signature: [Signature]

Date: 18.12.2006

* Delete if inapplicable
State whether dealing or plan, and quote registered number:
This is sheet 1 of my plan in 11 sheets.

* Commercial Model By-laws adopted for this scheme
Keeping of Animals: Option A

* Schedule of By-laws: in sheets filed with plan
No By-Laws apply

* Strike out whichever is inapplicable

PLAN OF SUBDIVISION OF LOT 102 IN D.P. 1103448

SP78429

LGA: PARAMATTA Locality: WESTMEAD

Parish: ST JOHN County: CUMBERLAND

Registered: 7.2.2007
Purpose: STRATA PLAN
Ref. Map: V9152-34
Last Plan: DP1103448

Name of, and address for service of notices on, the owner's corporation:
*Address required on original strata plan only.
THE OWNERS STRATA PLAN No. 78429
163-171 HAWKESBURY ROAD
WESTMEAD NSW 2145

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

THIS STRATA PLAN IS A SUBDIVISION OF A STRATUM LOT AND REPRESENTS ONLY PART OF THE BUILDING. A STRATA MANAGEMENT STATEMENT HAS BEEN INCORPORATED WITH SP 78428

CITY PACIFIC LIMITED ACN 079453955

PETER TRATHEN
[Signature]

GAMB FINAUGH
[Signature]

STEPHEN JAMES FORSTER
SIGNED AS DELEGATE FOR
THE PARCEL TRUSTEE OF
QUEENSLAND UNDER SECTION
11A OF THE PUBLIC TRUSTEE
ACT 1978

[Signature]
J. SCHWABER
DIRECTOR/SECRETARY

[Signature]
DEE SCHWABER
1000/1000

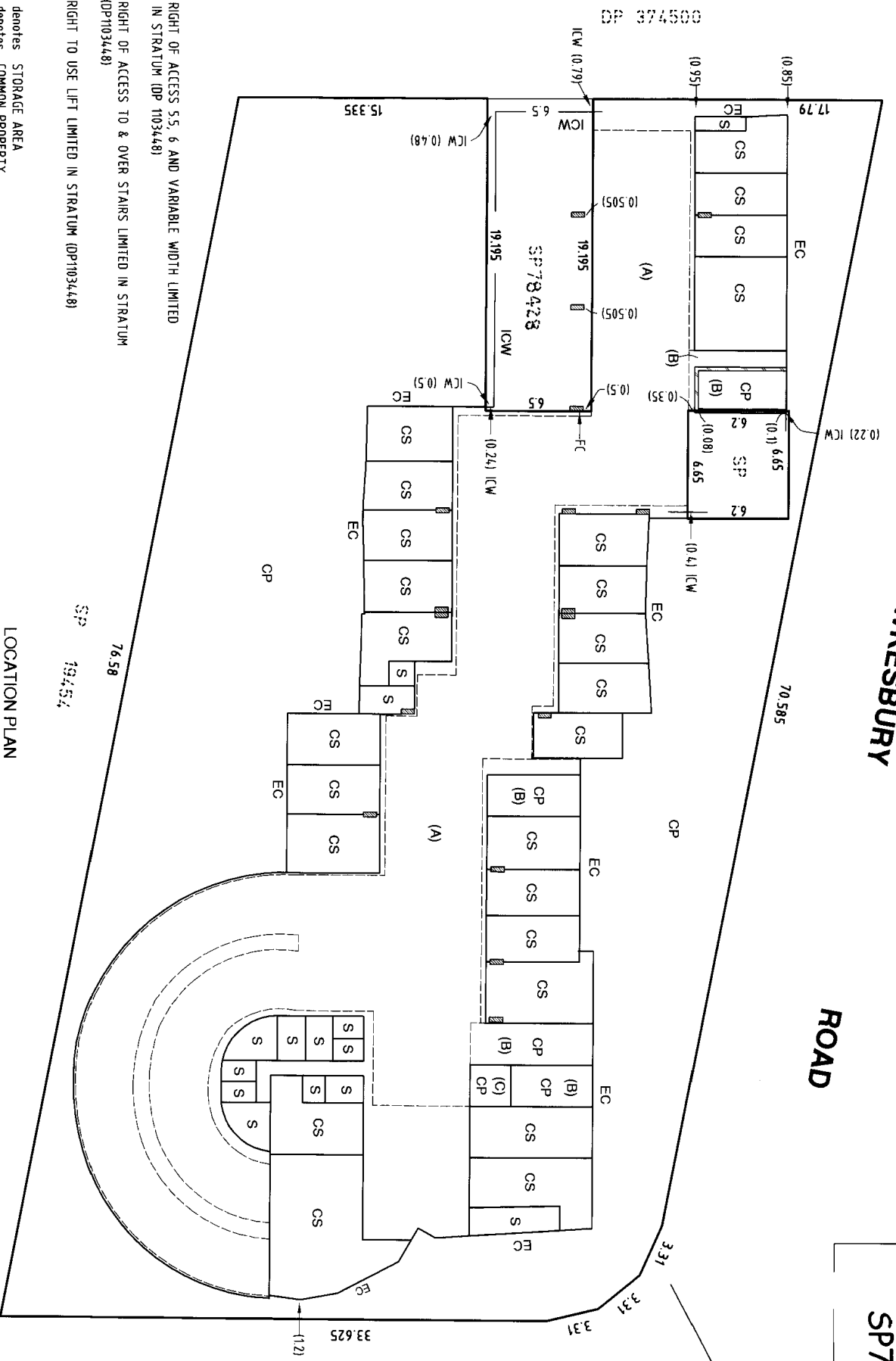
DEV 2000 PTY LTD ACN 088 031 065

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT
1	4.1
2	4.6
3	4.1
4	4.1
5	5.7
6	3.1
7	4.5
8	4.2
9	5.7
10	3.1
11	4.5
12	4.1
13	5.8
14	3.1
15	4.5
16	4.5
17	3.5
18	4.3
19	3.5
20	6.5
21	4.3
22	4.3
23	3.9
AGGREGATE	1000

HAWKESBURY

SP78429



- (A) RIGHT OF ACCESS S. 5, 6 AND VARIABLE WIDTH LIMITED IN STRATUM (DP1103448)
- (B) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM (DP1103448)
- (C) RIGHT TO USE LIFT LIMITED IN STRATUM (DP1103448)

- S denotes STORAGE AREA
- CP denotes COMMON PROPERTY
- CS denotes CAR SPACE
- EC denotes EDGE OF CONCRETE FLOOR
- ICW denotes INSIDE FACE OF IRREGULAR CONCRETE WALL
- FC denotes FACE COLUMN

LOCATION PLAN
BASEMENT 3

SP 76.58
SP 194.54

Reduction Ratio 1:250

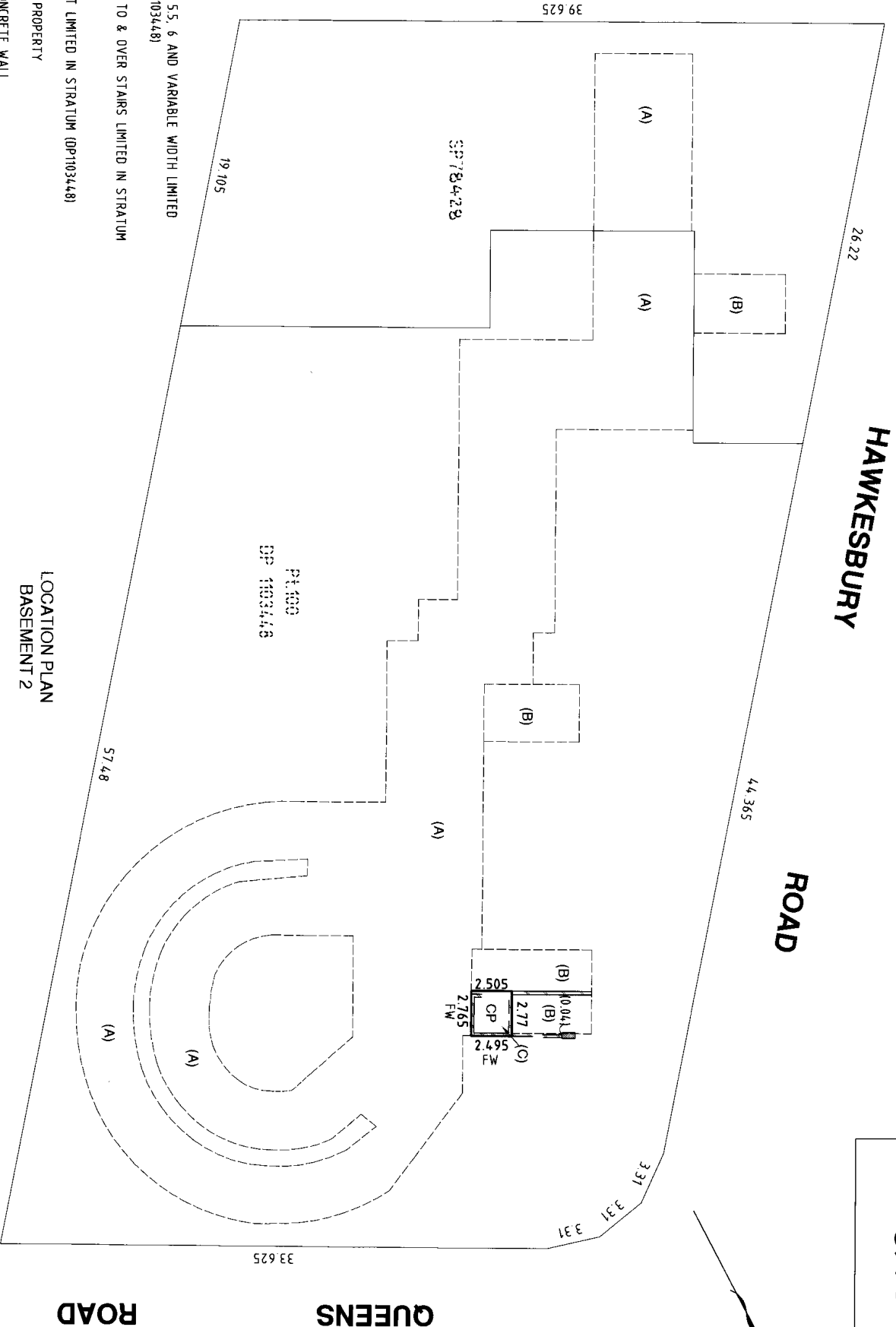
Lengths are in metres

Stewart
Registered Surveyor

General Manager/Authorised Person/Accredited Certifier



SP78429



- (A) RIGHT OF ACCESS 5.5, 6 AND VARIABLE WIDTH LIMITED IN STRATUM (DP 1103448)
 - (B) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM (DP 1103448)
 - (C) RIGHT TO USE LIFT LIMITED IN STRATUM (DP 1103448)
- CP denotes COMMON PROPERTY
FW denotes FACE CONCRETE WALL

THE WHOLE OF BASEMENT 2 OF THIS PLAN IS COMMON PROPERTY AND DOES NOT CONTAIN ANY LOTS

Reduction Ratio 1:250

Lengths are in metres



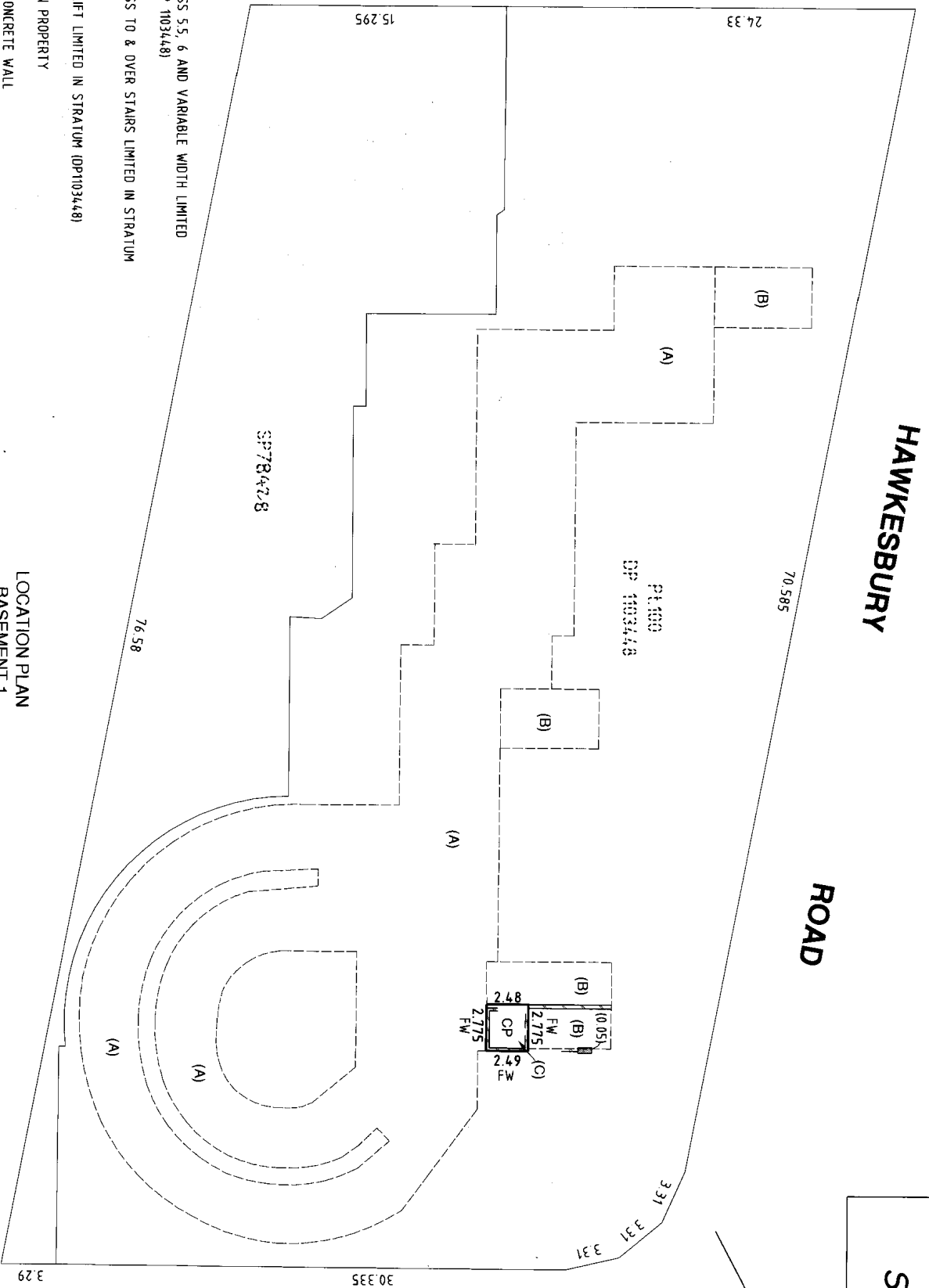
Registered Surveyor
Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

HAWKESBURY

ROAD

SP78429



SP78429

LOCATION PLAN
BASEMENT 1

THE WHOLE OF BASEMENT 1 OF THIS PLAN
IS COMMON PROPERTY AND DOES NOT
CONTAIN ANY LOTS

- (A) RIGHT OF ACCESS 5, 5, 6 AND VARIABLE WIDTH LIMITED
IN STRATUM (DP 1003448)
 - (B) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM
(DP 1003448)
 - (C) RIGHT TO USE LIFT LIMITED IN STRATUM (DP 1003448)
- CP denotes COMMON PROPERTY
FW denotes FACE CONCRETE WALL

Reduction Ratio 1:250

Lengths are in metres



Registered Surveyor
Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 2015

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 11 Sheets

SP78429

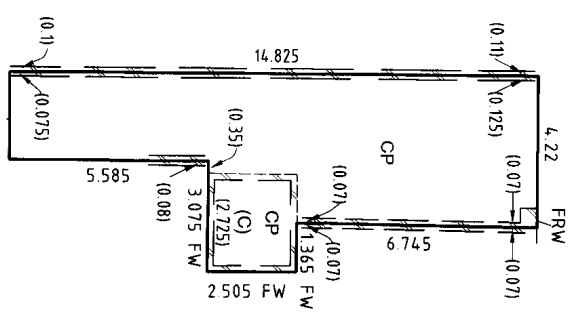
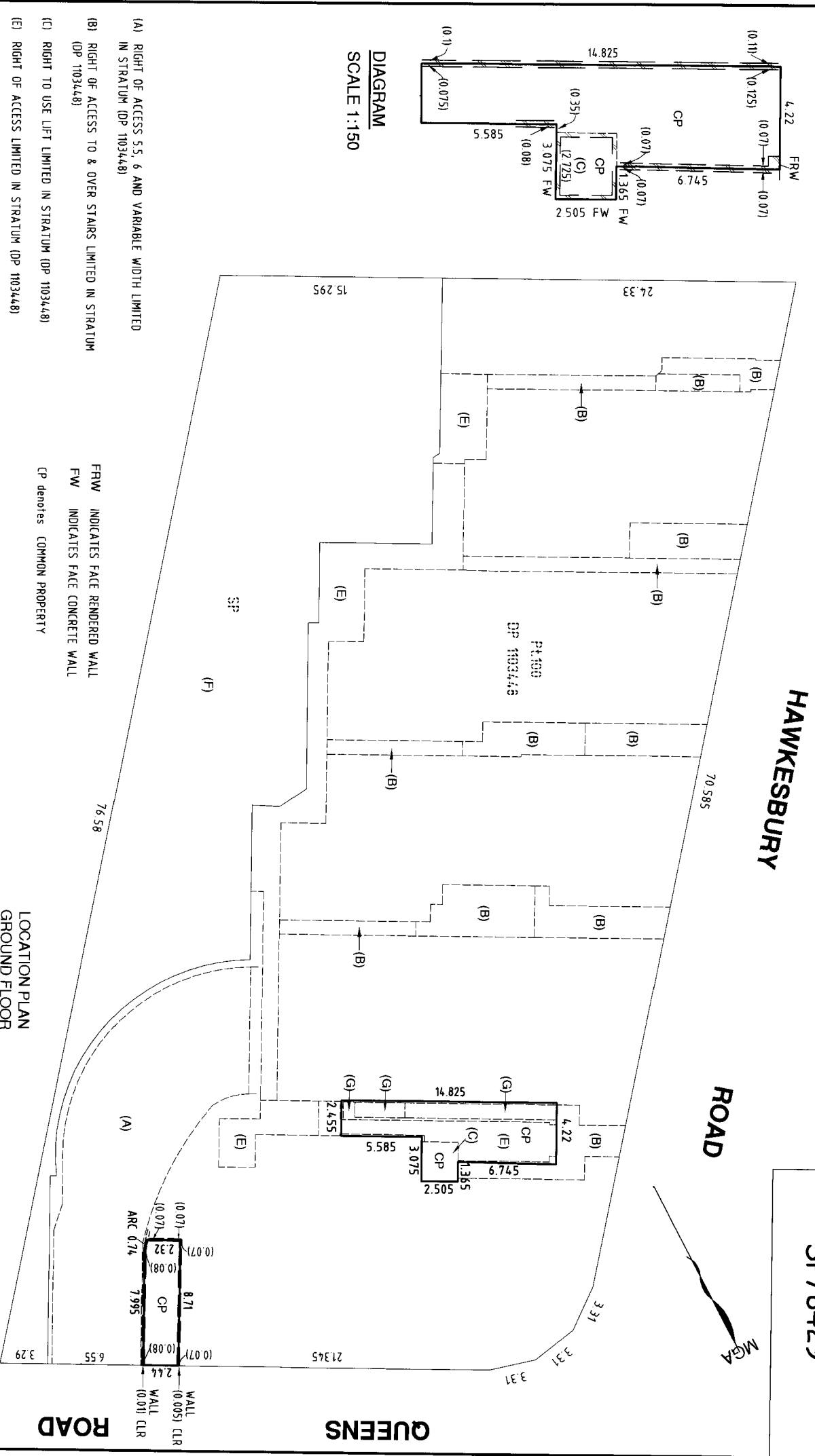


DIAGRAM
SCALE 1:150

- (A) RIGHT OF ACCESS 5.5, 6 AND VARIABLE WIDTH LIMITED IN STRATUM (DP 1103448)
- (B) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM (DP 1103448)
- (C) RIGHT TO USE LIFT LIMITED IN STRATUM (DP 1103448)
- (E) RIGHT OF ACCESS LIMITED IN STRATUM (DP 1103448)
- (F) RIGHT TO USE OPEN SPACE LIMITED IN STRATUM (DP 1103448)
- (G) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM (DP 1103448)

FRW INDICATES FACE RENDERED WALL
 FW INDICATES FACE CONCRETE WALL
 CP denotes COMMON PROPERTY

THE WHOLE OF GROUND FLOOR OF THIS PLAN IS COMMON PROPERTY AND DOES NOT CONTAIN ANY LOTS

LOCATION PLAN
GROUND FLOOR

Reduction Ratio 1:250

Lengths are in metres

Registered Surveyor

General Manager/Authorised Person/Accredited Certifier



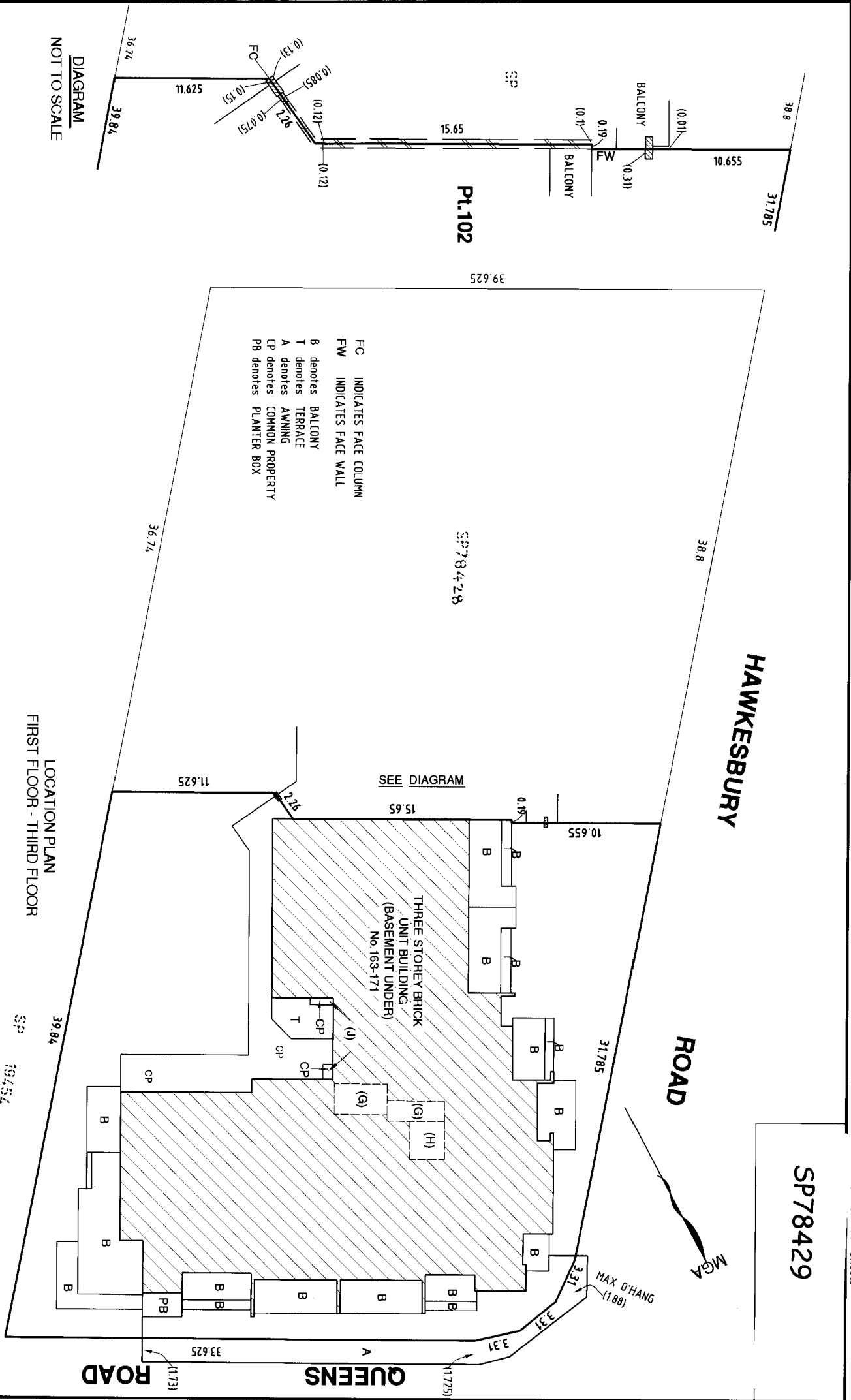


DIAGRAM
NOT TO SCALE

- FC INDICATES FACE COLUMN
- FW INDICATES FACE WALL
- B denotes BALCONY
- T denotes TERRACE
- A denotes AWNING
- CP denotes COMMON PROPERTY
- PB denotes PLANTER BOX

LOCATION PLAN
FIRST FLOOR - THIRD FLOOR

- (G) RIGHT OF ACCESS TO & OVER STAIRS LIMITED IN STRATUM (DP 1103448)
- (H) RIGHT TO USE LIFT LIMITED IN STRATUM (DP 1103448)
- (J) EASEMENT FOR KITCHEN EXHAUST LIMITED IN STRATUM (DP 1103448)

Reduction Ratio 1:250

[Signature]
 Registered Surveyor

Lengths are in metres

[Signature]
 General Manager/Authorised Person/Accredited Certifier



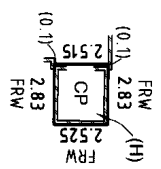
HAWKESBURY

ROAD

SP78429

MGA

PL100
DP 103448



QUEENS ROAD

(H) RIGHT TO USE LIFT LIMITED IN STRATUM (DP 1103448)
 CP denotes COMMON PROPERTY
 FRW denotes FACE RENDERED WALL

THE WHOLE OF THE ROOF TERRACE OF THIS
 PLAN IS COMMON PROPERTY AND DOES NOT
 CONTAIN ANY LOTS

LOCATION PLAN
ROOF TERRACE

Reduction Ratio 1:250

Lengths are in metres

[Signature]
 Registered Surveyor

General Manager/Authorised Person/Accredited Certifier



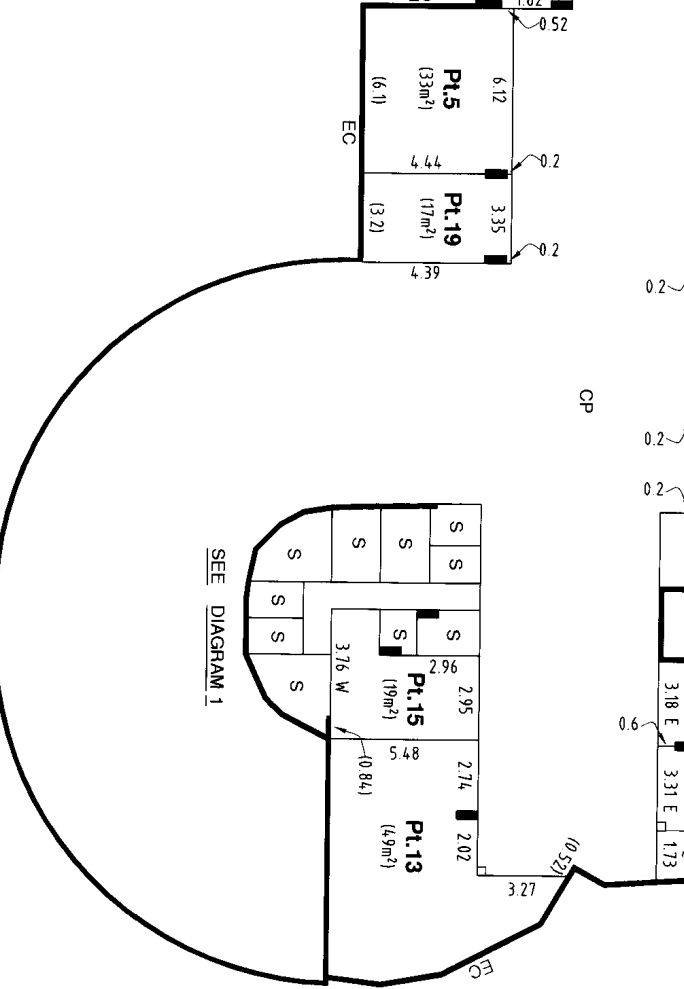
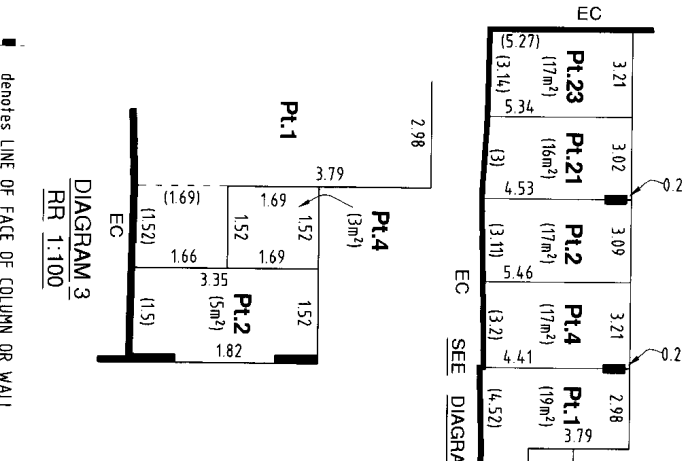
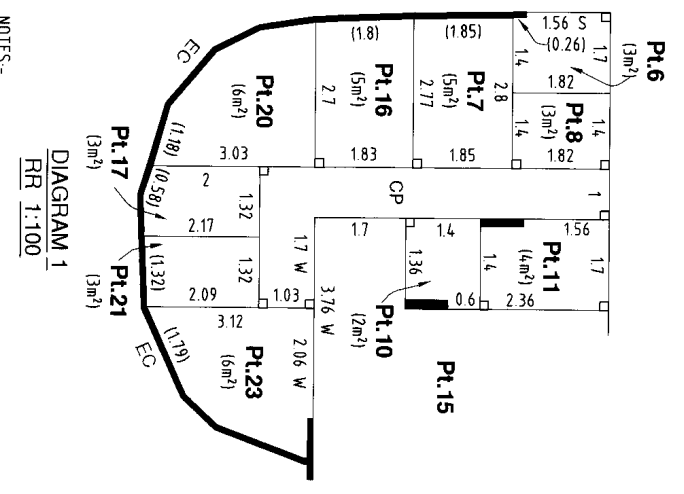
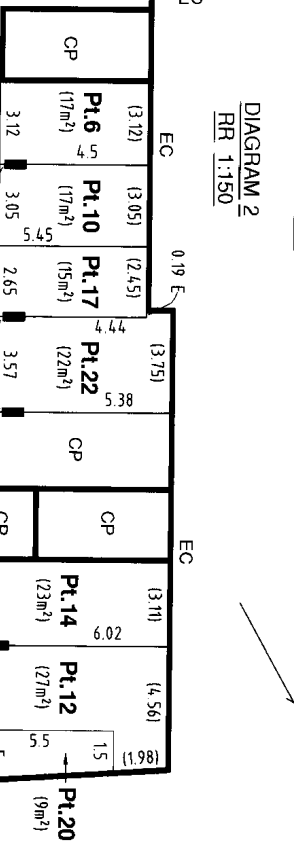
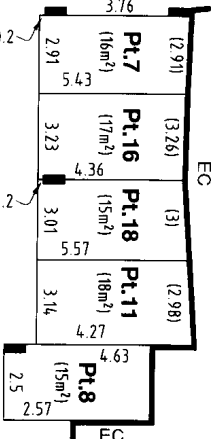
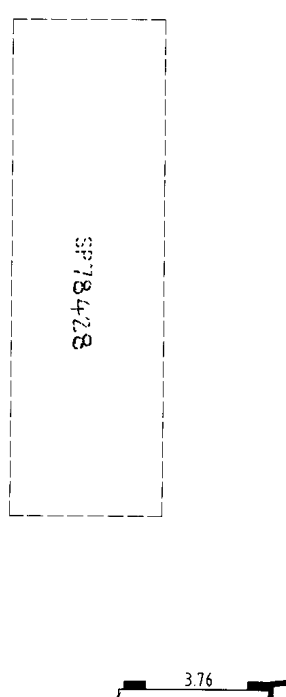
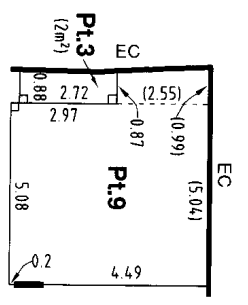
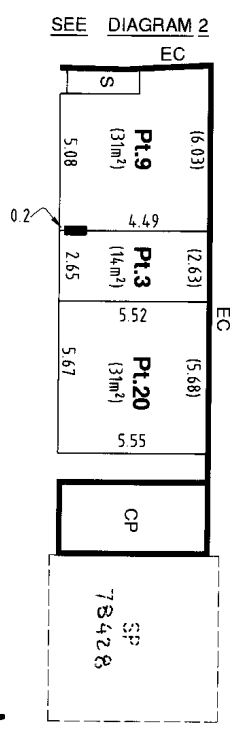
SURVEYOR'S REFERENCE: 2015

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 11 Sheets

SP78429



NOTES:-
1. AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

■ denotes LINE OF FACE OF COLUMN OR WALL
■ denotes CENTRE LINE OF COLUMN
◻ denotes RIGHT ANGLE

BASEMENT 3

S denotes STORAGE AREA
CP denotes COMMON PROPERTY
EC denotes EDGE OF CONCRETE FLOOR

S denotes PROLONGATION OF SOUTH FACE OF WALL
E denotes PROLONGATION OF EAST FACE OF WALL
W denotes PROLONGATION OF WEST FACE OF WALL

Reduction Ratio 1:200

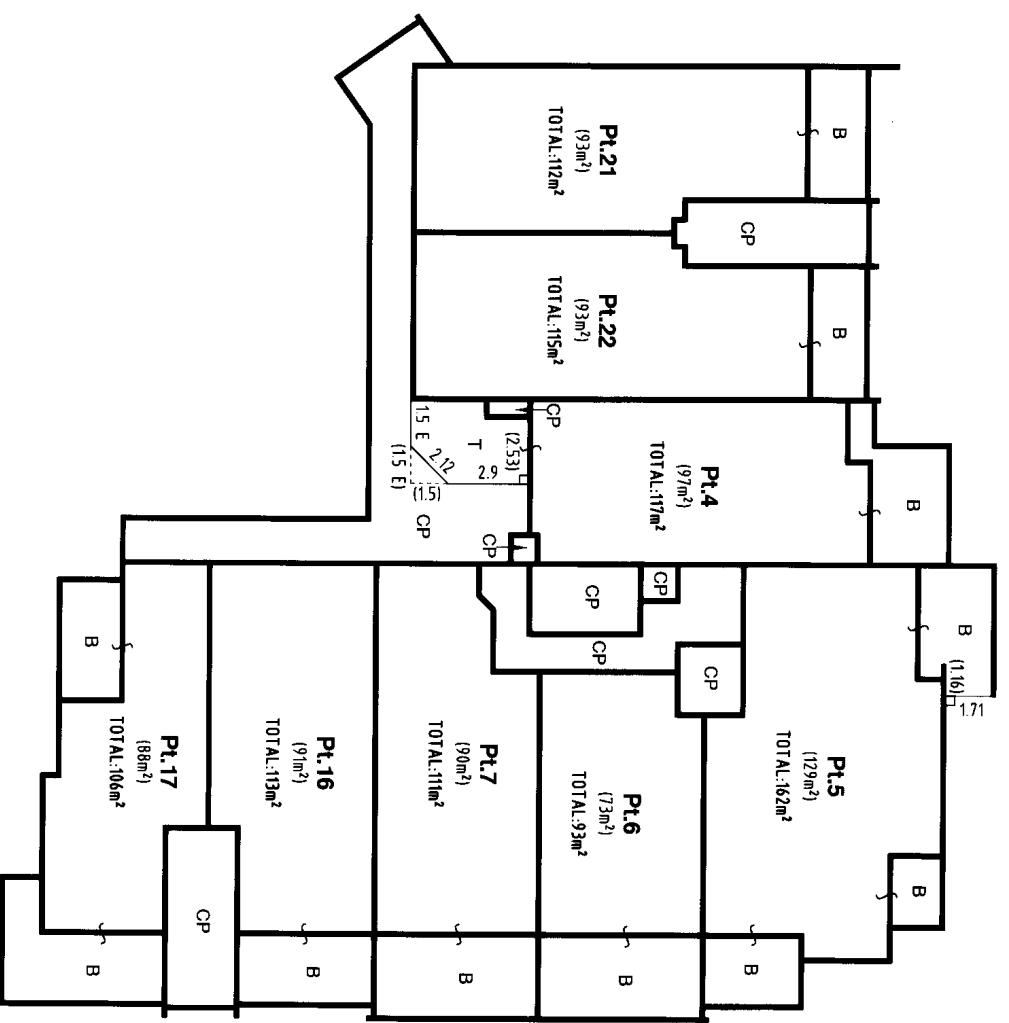
Lengths are in metres

Registered Surveyor

General Manager/Authorised Person/Accredited Certifier



SP78429



LOT No	UNIT No
4	24
5	25
6	26
7	27
16	36
17	37
21	18
22	19

FIRST FLOOR

NOTES:-

- WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY AND TERRACE IS 25 ABOVE THE UPPER SURFACE OF ITS FLOOR
- AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

- B denotes BALCONY
- T denotes TERRACE
- CP denotes COMMON PROPERTY

- denotes RIGHT ANGLE
- denotes PROLONGATION OF EAST FACE OF WALL

THE WHOLE OF BASEMENT 2, BASEMENT 1 GROUND FLOOR AND ROOF TERRACE IS COMMON PROPERTY AND DOES NOT CONTAIN ANY LOTS

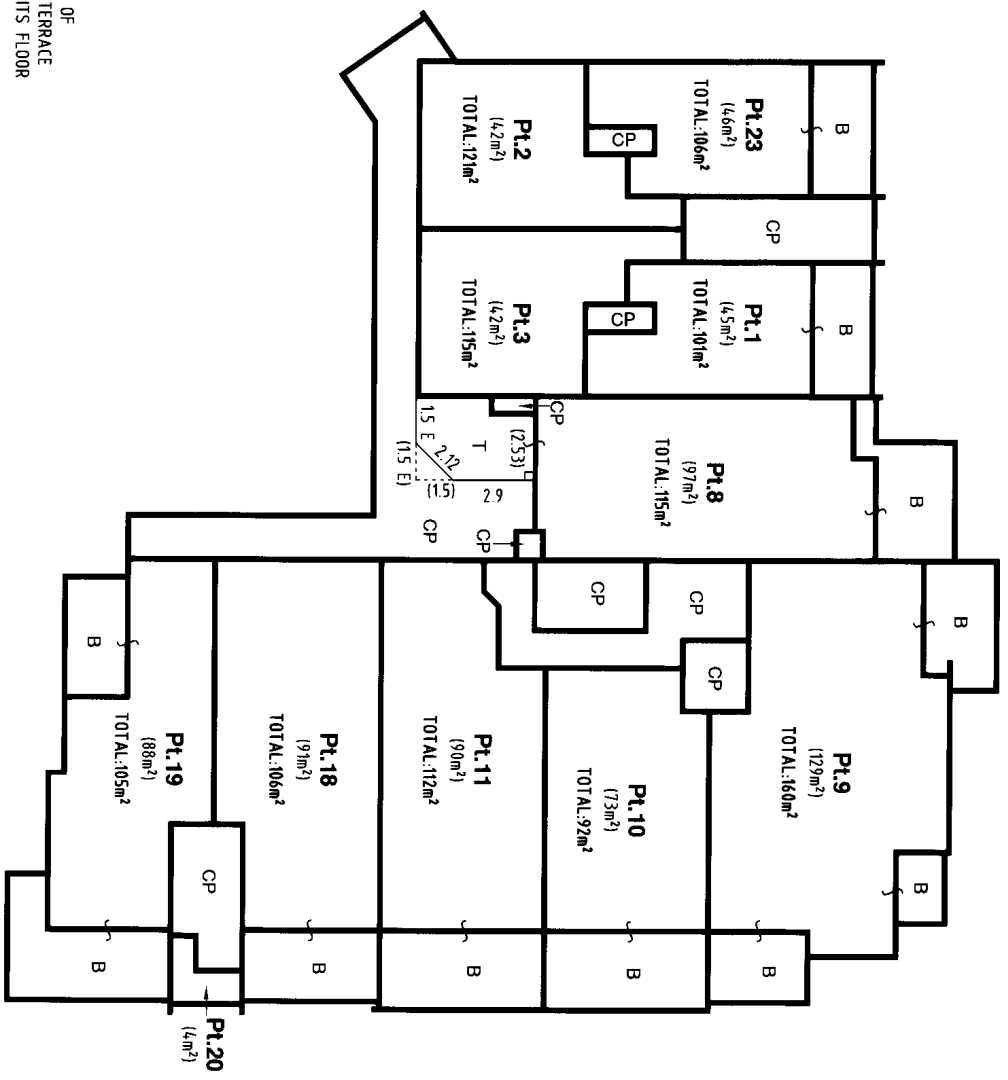
Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

SP78429



LOT No	UNIT No
1	21
2	23
3	22
8	28
9	29
10	30
11	31
18	38
19	39
23	20

- NOTES:-**
- WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY AND TERRACE IS 2.5 ABOVE THE UPPER SURFACE OF ITS FLOOR
 - AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

- B denotes BALCONY
- T denotes TERRACE
- CP denotes COMMON PROPERTY
- denotes RIGHT ANGLE
- E denotes PROLONGATION OF EAST FACE OF WALL

SECOND FLOOR

Reduction Ratio 1:200

Lengths are in metres

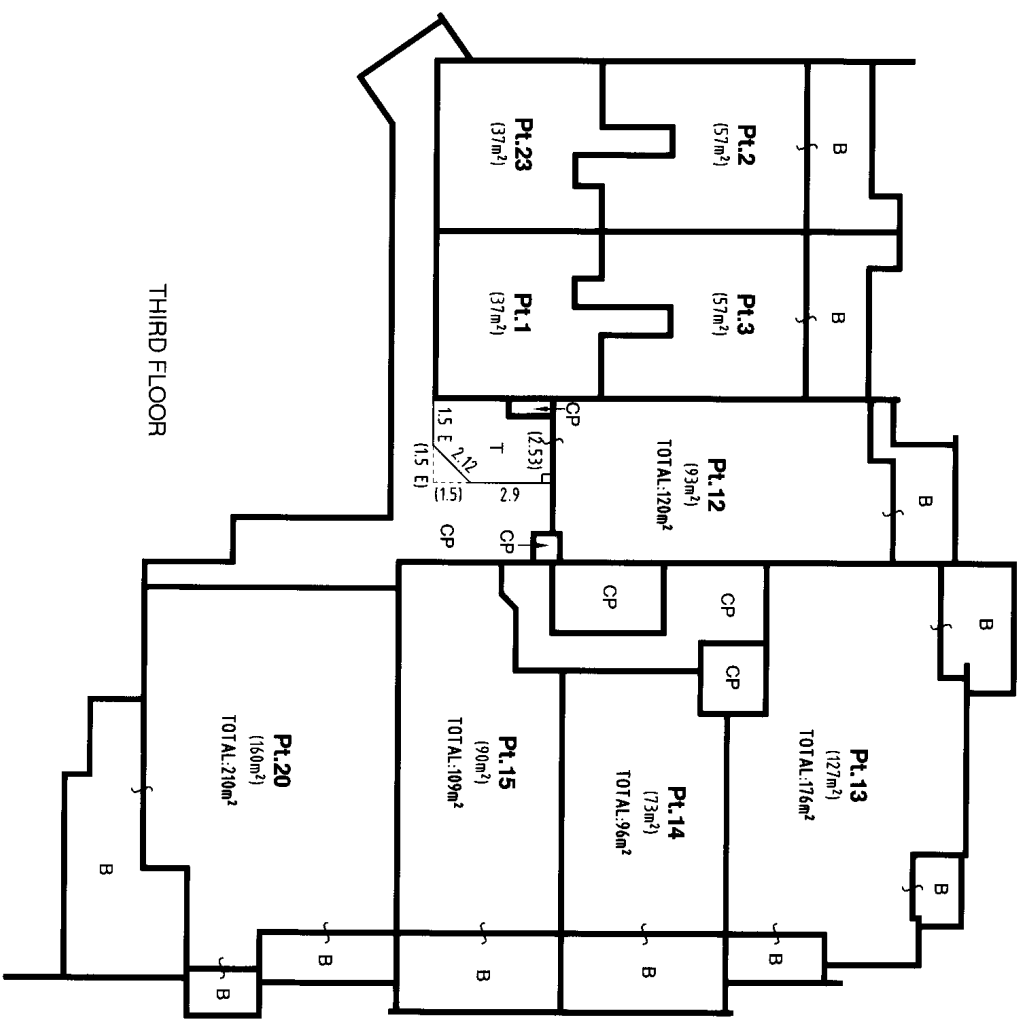
Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 2015



SP78429



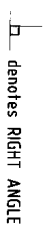
THIRD FLOOR

LOT No	UNIT No
1	21
2	23
3	22
12	32
13	33
14	34
15	35
20	40
23	20

NOTES:-

- WHERE NOT COVERED THE UPPER LIMIT OF THE STRATIUM OF EACH BALCONY AND TERRACE IS 2.5 ABOVE THE UPPER SURFACE OF ITS FLOOR
- AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

- B denotes BALCONY
- T denotes TERRACE
- CP denotes COMMON PROPERTY



E denotes PROLONGATION OF EAST FACE OF WALL

Reduction Ratio 1:200

Lengths are in metres

[Signature]
 Registered Surveyor

General Manager/Authorised Person/Accredited Certifier



PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

Certificate No: 2023/7851
Fee: \$66.51
Issue Date: 31 October 2023
Receipt No: 7319122
Applicant Ref: OR-13JI880Y18HM6B:206711

DESCRIPTION OF LAND

Address: 40/163-171 Hawkesbury Road
WESTMEAD NSW 2145

Lot Details: Lot 20 SP 78429

SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

Parramatta Local Environmental Plan 2023

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

The land is zoned: MU1 Mixed Use PLEP2023**Zone MU1 Mixed Use (Parramatta Local Environmental Plan 2023)**

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979. NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2023 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To create opportunities to improve the public domain and pedestrian links.
- To protect and enhance the unique qualities and character of special character areas in Parramatta City Centre.

2 Permitted without consent

Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Water recycling facilities; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Research stations; Rural industries; Rural workers' dwellings; Secondary dwellings; Semi-detached dwellings; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots;

Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

SECTION B

State Policies and Regional Environmental Plans

The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

State Environmental Planning Policy (SEPP) (Biodiversity and Conservation) 2021
State Environmental Planning Policy (SEPP) (Planning Systems) 2021
State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021
State Environmental Planning Policy (SEPP) (Transport and Infrastructure) 2021
State Environmental Planning Policy (SEPP) (Precincts—Central River City) 2021
State Environmental Planning Policy (SEPP) (Housing) 2021
State Environmental Planning Policy (SEPP) (Resources and Energy) 2021
State Environmental Planning Policy (SEPP) (Primary Production) 2021
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.
State Environmental Planning Policy (SEPP) (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008

DRAFT State Environmental Planning Policy to amend State Environmental Planning Policy (SEPP) (Sydney Region Growth Centres) 2006 – Amendment to include the Greater Parramatta Priority Growth Area as a Growth Centre

DRAFT State Environmental Planning Policy (Draft SEPP) – Environment

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Industry and Environment.

Draft Local Environmental Plan

The land is not affected by a Draft Local Environmental Plan which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Development Control Plan

The land is affected by the Parramatta Development Control Plan (DCP) 2023

Draft Late Night Trading Development Control Plan (DCP)

Development Contribution Plan

The City of Parramatta (Outside CBD) Development Contributions Plan 2021 Amendment 1 applies to the land.

Heritage Item/Heritage Conservation Area

An item of environmental heritage is not situated on the land.

The land is not located in a heritage conservation area.

Road Widening

The land is not affected by road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993.
- (b) Any Environmental Planning Instrument.
- (c) Any Resolution of Council.

Land Reservation Acquisition

The land is not affected by Land Reservation Acquisition in Parramatta Local Environmental Plan 2023.

Site Compatibility Certificate (Affordable Rental Housing)

At the date of issue of this certificate Council is not aware of any

- a. Site compatibility certificate (affordable rental housing),
in respect to the land.

Contamination

Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?

NO

Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?

NO

Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?

NO

Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?

NO

Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement?

NO

Tree Preservation

The land is subject to Section 5.3.4 Trees and Vegetation Preservation in the Parramatta Development Control Plan (DCP) 2023.

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

Coastal Protection

Has the owner (or any previous owner) of the land been 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)?

NO

Council Policy

Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre.

NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019' applies to land within the City of Parramatta. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

Please note: this is a statement of Council policy and not a statement on whether or not the property is affected by bushfire. That question is answered in the Bushfire Land section of this certificate.

Mine Subsidence

The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

Bushfire Land

The land is not bushfire prone land.

Threatened Species

The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.

Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Note. *Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.*

Biodiversity stewardship sites

The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

Property vegetation plans

Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.

Paper Subdivision information

The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

Note: Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Environmental Planning and Assessment Act 1979, Schedule 7.

Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land:

- (a) is not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,
- (b) is not shown on the Lighting Intensity and Wind Shear Map,
- (c) is not shown on the Obstacle Limitation Surface Map,
- (d) is not in the “public safety area” on the Public Safety Area Map,
- (e) is not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

Loose-Fill Asbestos Register

Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

Affected Building Notices and Building Product Rectification Orders

Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

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

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

Exempt Development Codes

Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is **not** land where the exempt development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Clauses 1.16(1)(b1)–(d) or Clause 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes)

The following information only addresses whether or not the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that exempt development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict exempt development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant exempt development provisions for the land.

Exempt Development pursuant to the exempt development codes **may** be carried out on the land under **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development Codes

Note: This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979

Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is not land where the complying development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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

The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of **Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict complying development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant complying development provisions for the land. Failure to comply with these provisions may mean that a Complying Development Certificate is invalid.

Housing Code; Low Rise Housing Diversity Code; Rural Housing Code

Complying Development pursuant to the Housing Code, Low Rise Housing Diversity Code and Rural Housing Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Commercial and Industrial (New Buildings and Additions) Code

Complying Development pursuant to the Commercial and Industrial (New Buildings and Additions) Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Alterations Code; General Development Code; General Commercial and Industrial (Alterations) Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code

Complying Development pursuant to the Housing Alterations Code, General Development Code, General Commercial and Industrial (Alterations) Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

SPECIAL NOTES

The land is identified as Class 5 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2023.

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

The following additional information is issued under Section 10.7(5)

The following information is provided pursuant to S10.7(5) the Council supplies information as set out below on the basis that the Council takes no responsibility for the accuracy of the information. The information if material should be independently checked by the applicant.

Draft Parramatta River Flood Study (Draft Flood Study)

Between 18 September 2023 and 30 October 2023, Council is exhibiting the Draft Parramatta River Flood Study.

Further information about the Draft Parramatta River Flood Study can be found at <https://participate.cityofparramatta.nsw.gov.au/flood-study> or by contacting Council.

Parramatta Local Environmental Plan 2023

On 2 March 2023 the Parramatta Local Environmental Plan 2023 was notified in the NSW Government Gazette. The Parramatta Local Environmental Plan replaced five (5) existing Local Environmental Plans where they applied to land within the Parramatta LGA. These include:

- *Auburn Local Environmental Plan 2010*
- *Holroyd Local Environmental Plan 2013*
- *Hornsby Local Environmental Plan 2013*
- *Parramatta Local Environmental Plan 2011*
- *Parramatta (former The Hills) Local Environmental Plan 2012*

The Parramatta Local Environmental Plan 2023 commenced on 2 March 2023.

Parramatta Local Environmental Plan 2023 – Minimum Lot Size Development Standard for Dual Occupancy and Manor House Developments

The Parramatta Local Environmental Plan 2023 includes a minimum lot size of 600m² and a minimum frontage to a public road of 15 metres development standards for Dual Occupancies and Manor Houses where they are permitted with development consent in the Parramatta Local Environmental Plan 2023.

Employment zones reform - *translation of existing Business and Industrial zones into the new Employment zones*

The Parramatta Local Environmental Plan 2023 has replaced existing Business and Industrial zones with Employment zones.

Please see <https://www.planningportal.nsw.gov.au/employment-zones> for more information.

Parramatta Development Control Plan (DCP) 2023

The City of Parramatta Council at its Ordinary Council Meeting on Monday 28 August 2023 adopted (with an amendment) the Parramatta 'Harmonisation' Development Control Plan (DCP) 2023

The Parramatta Development Control Plan (DCP) 2023 affects all land within the City of Parramatta Local Government Area, excluding Sydney Olympic Park.

The Parramatta Development Control Plan (DCP) 2023 will replace five (5) existing Development Control Plans (DCP)'s where they applied to land within the Parramatta LGA. These include:

- *Auburn Development Control Plan (DCP) 2010;*
- *Holroyd Development Control Plan (DCP) 2013;*
- *Hornsby Development Control Plan (DCP) 2013;*
- *Parramatta Development Control Plan (DCP) 2011; and,*
- *The Hills Development Control Plan (DCP) 2012.*

The new Parramatta Development Control Plan 2023 commenced on Monday 18 September 2023

Draft Late Night Trading Development Control Plan (DCP)

Between Monday, 6 December 2021 to Monday, 31 January 2022, Council is exhibiting the Draft Late Night Trading Development Control Plan (DCP).

Further information about the Draft DCP can be found at <https://participate.cityofparramatta.nsw.gov.au/late-night-trading-DCP> or by contacting Council.

Note: Advisory Information Regarding Proximity to a Commercial Centre

The land is within proximity to a major, strategic or local commercial centre. Council is looking to encourage greater activation and investment in these centres by developing the night time economy across the City of Parramatta. Future residents should be aware that the nature and scale of facilities, business activity and events held in these centres may affect the use and enjoyment of the land as a result of operating hours, odour, noise, lighting, traffic and measures associated with event management.

This is considered part of living in/near a commercial centre.

Note: Advisory Information regarding Combustible Cladding

External combustible cladding on multi-storey buildings has been identified in local government areas including the City of Parramatta. Combustible cladding is a material that is capable of readily burning.

You should make your own enquiries as to the type of materials that have been used to construct the building. It is recommended that the purchaser obtain a building report from an appropriately qualified person to determine if any cladding type material may pose a risk to the building's occupants. Council may issue orders to rectify a building where combustible cladding is found.

Properties that have combustible cladding on buildings are listed in the NSW Government Combustible Cladding Register. Please refer to <https://www.claddingregistration.nsw.gov.au/> or call 1300 305 695 for further information regarding the NSW Government Combustible Cladding Register.

There is potential for combustible cladding to be present on buildings that are not listed on the Register.

Note: Advisory Information regarding Loose-Fill asbestos Insulation

Research undertaken by the Loose-Fill Asbestos Insulation Taskforce has determined that there is a potential for loose-fill asbestos insulation to be found in residential dwellings constructed prior to 1980 in 28 local government areas including the City of Parramatta.

Some residential homes located in the City of Parramatta may contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

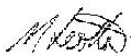
You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Please Contact NSW Fair Trading for further information.

This information has been provided pursuant to section 10.7(5) of the Environmental Planning and Assessment Act, 1979 as amended.

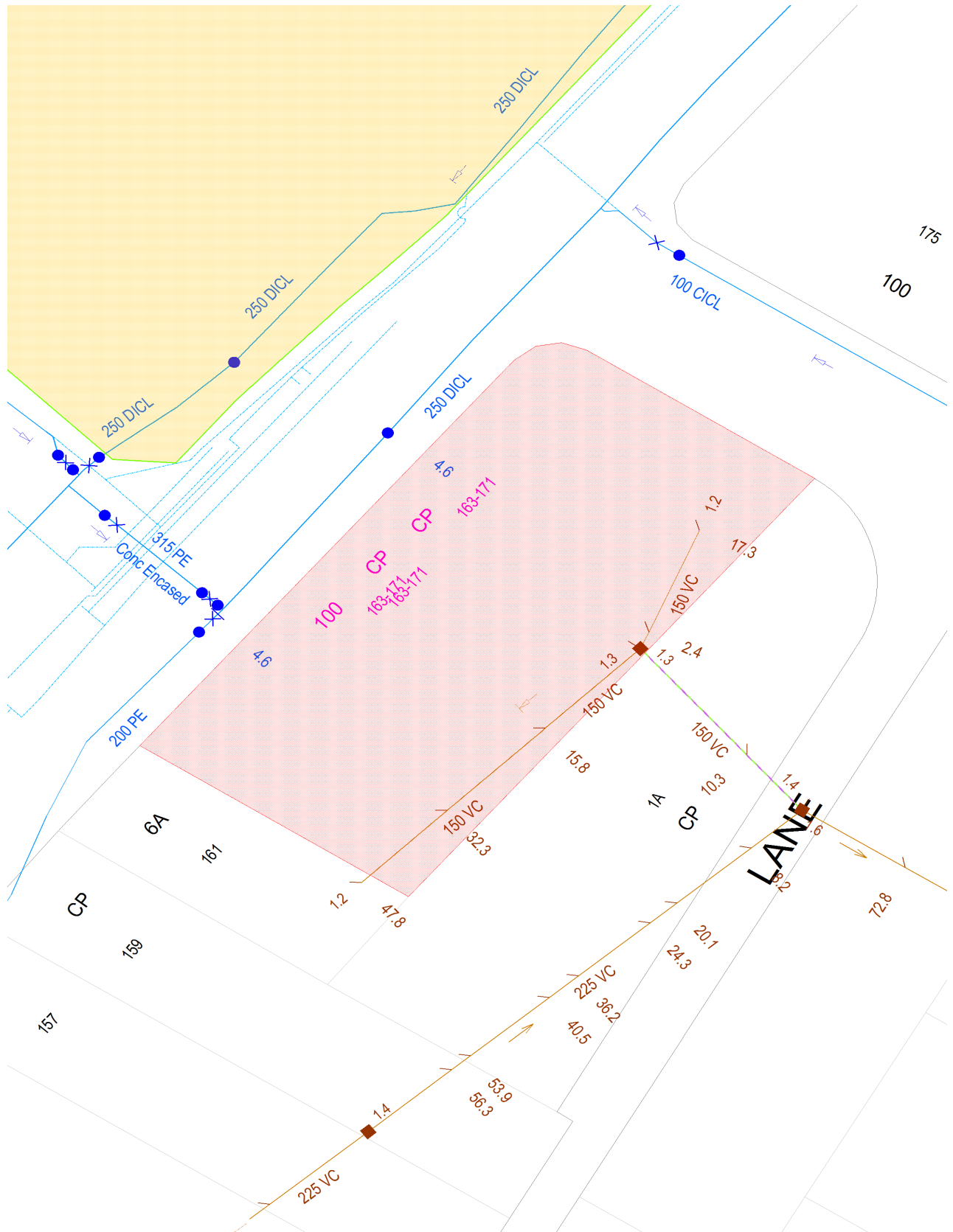
Gail Connolly
Chief Executive Officer

per



dated 31 October 2023

Service Location Print
Application Number: 8002917271



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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Sewer Service Diagram

Application Number: 8002917272

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
 Municipality of *Blacktown* No. *120335*

- (*Westmead*)
- Boundary Trap
 - Pit
 - ▣ G.I. Grease Interceptor
 - ▣ Gully
 - ▣ P.T. P. Trap
 - ▣ R.S. Reflux Sink

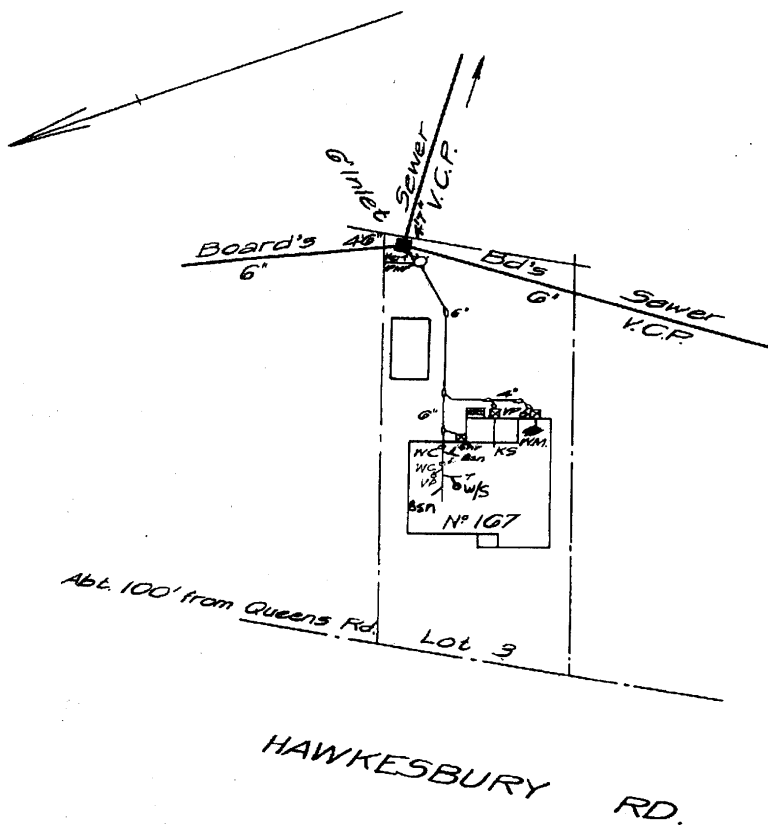
- SYMBOLS AND ABBREVIATIONS**
- R.V. Reflux Valve
 - VERT. Vertical Pipe
 - V.P. Vent. Pipe
 - S.V.P. Soil Vent. Pipe
 - D.C.C. Down Cast Cowl
 - Cleaning Eye
 - Vertical Pipe
 - Vent. Pipe
 - Soil Vent. Pipe
 - Down Cast Cowl
 - I.P. Induct Pipe
 - M.F. Mica Flap
 - T. Tube
 - K.S. Kitchen Sink
 - W.C. Water Closet
 - B.W. Bath Waste

- TIRELFAU*
- Basin
 - Shower
 - Wrought Iron Pipe
 - Cast Iron Pipe
 - Floor Waste
 - Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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



RATE No. _____ W.C.s _____ U.C.s _____ 19__

SHEET No. *1247* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth	Inspector	/ /	Date	Inspector	/ /
Shr			Outfall		
Bas.	Chief Inspector	/ /	Drainer	<i>58/590</i>	
K.S.			Plumber		
T.	Tracing Checked	/ /	Boundary Trap		
Fig.			is/are required		
Dge. Int.					
Dge. Ext.					

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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.