

Contract for the sale of land – 2015 edition

TERM

MEANING OF TERM

Vendor's agent Taylor Nicholas North Shore Phone: 02 9413 2366
 Suite 2, Level 4/44 Hampden Road, Artarmon, NSW Fax: 02 9411 6260
 2064 Ref: Kellie Tattersall

Co-agent
 Vendor Glenn Max Hummel
 32 Fullers Road, Chatswood, NSW 2067

Vendor's Solicitor CMM Quay Legal Group Phone: 9221 4244
 Level 4, 815 Pacific Highway, Chatswood NSW Fax: 9231 6016
 P O Box 56, Chatswood NSW 2057 Ref: HP:AD:3025

Completion date 42nd day after the date of this contract, subject to special condition 26 (clause 15)

Land 20/6-8 Herbert Street, St Leonards 2065
 Registered Plan: Lot 20 Plan SP 74480
 Folio Identifier 20/SP74480

(Address, plan details and title reference)

Improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace none
 other: Office/Warehouse

Attached copies Documents in the List of Documents as marked or as numbered:
 Other documents:

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

Inclusions blinds curtains insect screens stove
 built-in wardrobes dishwasher light fittings pool equipment
 clothes line fixed floor coverings range hood TV antenna
 other:

Exclusions

Purchaser

Purchaser's solicitor

Price \$
 Deposit \$ (10% of the price, unless otherwise stated)
 Balance \$
 Contract date (if not stated, the date this contract was made)

Vendor

Witness

GST AMOUNT (optional)

The price includes
 GST of:

Purchaser

JOINT TENANTS tenants in common in unequal shares

Witness

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)

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

Rosen & Co Strata Management & Estate Agents
 142 Glenayr Avenue, Bondi Beach, NSW 2026

Phone: 02 9130 3378

General

- 1 property certificate for the land
- 2 plan of the land
- 3 unregistered plan of the land
- 4 plan of land to be subdivided
- 5 document that is to be lodged with a relevant plan
- 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- 7 section 149(5) information included in that certificate
- 8 sewerage connections diagram
- 9 sewer mains diagram
- 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- 11 section 88G certificate (positive covenant)
- 12 survey report
- 13 section 317A certificate (certificate of compliance)
- 14 building certificate given under *legislation*
- 15 insurance certificate (Home Building Act 1989)
- 16 brochure or note (Home Building Act 1989)
- 17 section 24 certificate (Swimming Pools Act 1982)
- 18 lease (with every relevant memorandum or variation)
- 19 other document relevant to tenancies
- 20 odd system document
- 21 Crown tenure card
- 22 Crown purchase statement of account
- 23 Statutory declaration regarding *vendor duty*

Strata or community title (clause 23 of the contract)

- 24 property certificate for strata common property
- 25 plan creating strata common property
- 26 strata by-laws not set out in *legislation*
- 27 strata development contract or statement
- 28 strata management statement
- 29 leasehold strata - lease of lot and common property
- 30 property certificate for neighbourhood property
- 31 plan creating neighbourhood property
- 32 neighbourhood development contract
- 33 neighbourhood management statement
- 34 property certificate for precinct property
- 35 plan creating precinct property
- 36 precinct development contract
- 37 precinct management statement
- 38 property certificate for community property
- 39 plan creating community property
- 40 community development contract
- 41 community management statement
- 42 document disclosing a change of by-laws
- 43 document disclosing a change in a development or management contract or statement
- 44 document disclosing a change in boundaries
- 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

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
AGL Gas Networks Limited Government Business & Government Procurement Public Works Dept
Council Heritage Office Roads & Traffic Authority
County Council Infrastructure Planning and Natural Resources Rural Lands Protection Board
East Australian Pipeline Limited Land & Housing Corporation Sustainable Energy Development
Education & Training Dept Mine Subsidence Board Telecommunications authority
Electricity authority Owner of adjoining land Water, sewerage or drainage authority
Environment & Conservation Dept Primary Industries Department
Fair Trading RailCorp
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 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

In this contract, these terms (in any form) mean -

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>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 drawn on its own funds by - <ul style="list-style-type: none"> ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; 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>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road.

7 Claims by purchaser

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

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

- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

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

- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; 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.

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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 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).

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 and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must adjust land tax for the year current at the *adjustment date* -
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year -
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so -
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Completion date

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion
- 16.11 *Normally*, the *parties* must complete at the completion address, which is -
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if -

- 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 clause 2 (deposit).
- 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**
- 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 -
- 'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
- 'common property' includes association property for the scheme or any higher scheme;
- 'contribution' includes an amount payable under a by-law;
- '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;
- 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 'the *property*' includes any interest in common property for the scheme associated with the lot;
- '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 sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied 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.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) -
 25.1.1 is under qualified, limited or old system title; or
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
 25.4.1 shows its date, general nature, names of parties and any registration number; and
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 25.5.3 *normally*, need not include a Crown grant; and
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
 25.6.1 in this contract 'transfer' means conveyance;
 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -
 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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*.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: CP/SP74480

PAGE 2

SECOND SCHEDULE (37 NOTIFICATIONS) (CONTINUED)

- 12 DP1079151 RIGHT OF ACCESS 1.12 METRE(S) WIDE (D) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1079151
- 13 DP1079151 RIGHT OF FOOTWAY VARIABLE WIDTH (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1079151
- 14 DP1079151 RIGHT OF FOOTWAY VARIABLE WIDTH (F) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1079151
- 15 DP1079151 RIGHT OF FOOTWAY VARIABLE WIDTH (G) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1079151
- 16 DP1079151 RIGHT OF FOOTWAY VARIABLE WIDTH (H) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1079151
- 17 DP1079151 RIGHT OF FOOTWAY VARIABLE WIDTH (H) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1079151 RIGHT OF FOOTWAY VARIABLE WIDTH (I) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1079151
- 19 DP1079151 RIGHT OF FOOTWAY VARIABLE WIDTH (I) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20 DP1079151 RIGHT OF FOOTWAY VARIABLE WIDTH (J) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1079151
- 21 DP1079151 RIGHT OF FOOTWAY VARIABLE WIDTH (J) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 22 DP1079151 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (K) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1079151
- 23 DP1079151 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (K) LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 24 DP1079151 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (L) LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 25 DP1079151 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE (M) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 26 DP1079151 EASEMENT TO DRAIN WATER 6.86 METRE(S) WIDE (N) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 27 DP1079151 RIGHT OF ACCESS 1.5 METRE(S) WIDE (O) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 28 DP1079151 RIGHT OF ACCESS 2.829 METRE(S) WIDE (P) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 29 DP1079151 EASEMENT FOR LIFT 2.811 WIDE (Q) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 30 DP1079151 EASEMENT FOR SERVICES 2 METRE(S) WIDE (R) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 31 DP1079151 EASEMENT FOR SERVICES VARIABLE WIDTH (S) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1079151
- 32 DP1079151 EASEMENT FOR SERVICES VARIABLE WIDTH (S) LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 33 DP1079151 EASEMENT TO DRAIN WATER VARIABLE WIDTH (T) APPURTENANT

END OF PAGE 2 - CONTINUED OVER

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP74480

PAGE 3

SECOND SCHEDULE (37 NOTIFICATIONS) (CONTINUED)

- TO THE LAND ABOVE DESCRIBED
- 34 DP1079151 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (U) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 35 DP1079151 POSITIVE COVENANT AFFECTING THE PART DESIGNATED (V) IN DP1079151
- 36 DP1079151 EASEMENT TO DRAIN WATER VARIABLE WIDTH (W) LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 37 DP1079151 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART DESIGNATED (V) IN DP1079151

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 74480

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 269	2	- 247	3	- 239	4	- 239
5	- 239	6	- 239	7	- 239	8	- 239
9	- 235	10	- 221	11	- 123	12	- 123
13	- 4	14	- 123	15	- 123	16	- 123
17	- 132	18	- 132	19	- 123	20	- 123
21	- 123	22	- 123	23	- 123	24	- 123
25	- 108	26	- 345	27	- 318	28	- 209
29	- 209	30	- 209	31	- 209	32	- 207
33	- 207	34	- 220	35	- 290	36	- 317
37	- 314	38	- 347	39	- 165	40	- 156
41	- 115	42	- 115	43	- 115	44	- 115
45	- 106	46	- 112	47	- 115	48	- 115
49	- 112	50	- 112	51	- 115	52	- 115
53	- 115	54	- 115	55	- 157	56	- 166
57	- 228						

NOTATIONS

UNREGISTERED DEALINGS: NIL

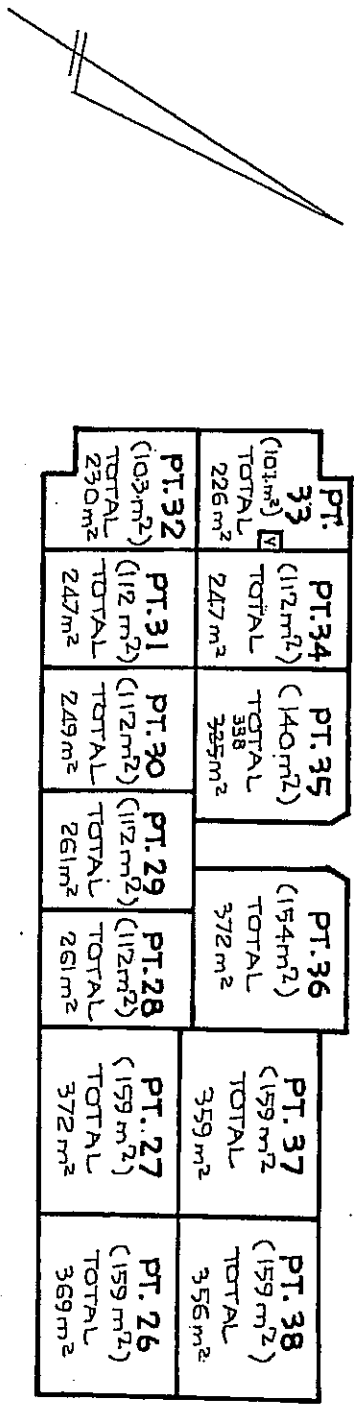
*** END OF SEARCH ***

3025

PRINTED ON 7/11/2012

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

SP74480



PT. 18 (105 m ²) TOTAL 133 m ²	PT. 19 (108 m ²) TOTAL 135 m ²
PT. 17 (105 m ²) TOTAL 133 m ²	PT. 16 (108 m ²) TOTAL 135 m ²

PT. 20 (108 m ²) TOTAL 137 m ²	PT. 21 (108 m ²) TOTAL 137 m ²	PT. 22 (108 m ²) TOTAL 136 m ²	PT. 23 (108 m ²) TOTAL 139 m ²
PT. 15 (108 m ²) TOTAL 137 m ²	PT. 14 (108 m ²) TOTAL 142 m ²	PT. 12 (108 m ²) TOTAL 136 m ²	PT. 11 (108 m ²) TOTAL 136 m ²

PT. 24 (108 m ²) TOTAL 138 m ²	PT. 25 (87 m ²) TOTAL 120 m ²
PT. 10 (197 m ²) TOTAL 239 m ²	

PT. 57 (122 m ²) TOTAL 288 m ²	PT. 9 (125 m ²) TOTAL 292 m ²	PT. 8 (125 m ²) TOTAL 289 m ²	PT. 7 (125 m ²) TOTAL 289 m ²	PT. 6 (123 m ²) TOTAL 286 m ²	PT. 5 (125 m ²) TOTAL 299 m ² 286	PT. 4 (125 m ²) TOTAL 287 m ²	PT. 3 (125 m ²) TOTAL 287 m ²	PT. 2 (125 m ²) TOTAL 287 m ²	PT. 1 (125 m ²) TOTAL 316 m ²
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GROUND LEVEL

Reduction Ratio 1: 400

Lengths are in metres

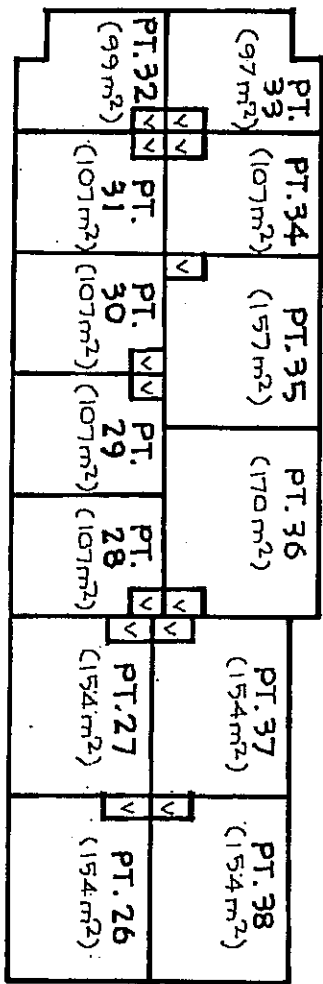
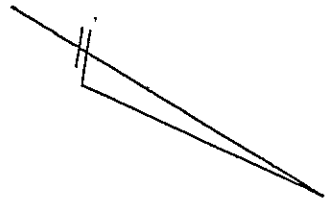
ALL AREAS ARE APPROXIMATE

SURVEYORS REFERENCE: 12302 SL2

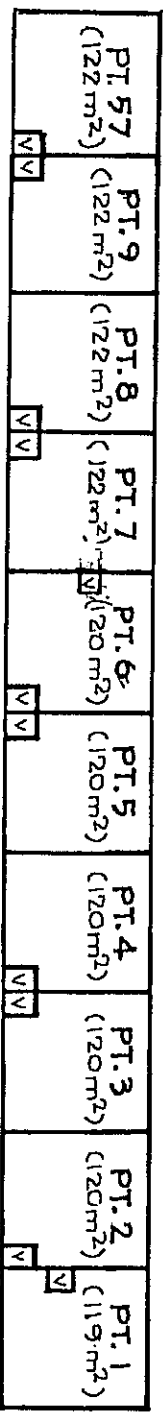
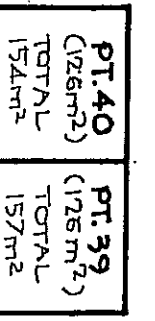
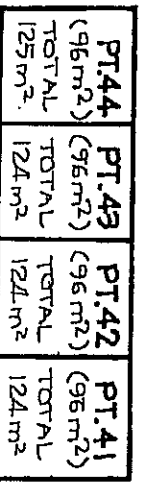
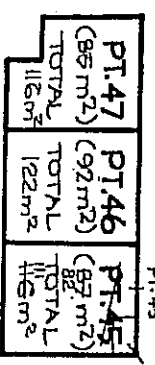
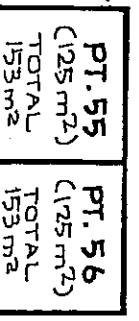
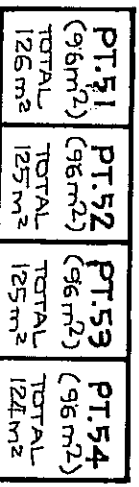
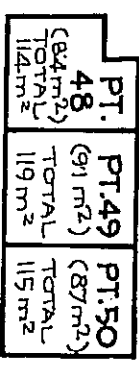
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier





SP74480



V VEGETATION VOID

ALL AREAS ARE APPROXIMATE

LEVEL 1

Reduction Ratio 1: 400

Lengths are in metres

SURVEYORS REFERENCE: 12302 5L2

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SCHEDULE OF UNIT ENTITLEMENT

SP74480

LOT N ^o	ENTITLEMENT
1	269
2	247
3	239
4	239
5	239
6	239
7	239
8	239
9	235
10	221
11	123
12	123
13	4
14	123
15	123
16	123
17	132
18	132
19	123
20	123
21	123
22	123
23	123
24	123
25	100

LOT N ^o	ENTITLEMENT
26	345
27	318
28	209
29	209
30	209
31	209
32	207
33	207
34	220
35	290
36	312
37	314
38	342
39	165
40	156
41	115
42	115
43	115
44	115
45	106
46	112
47	115
48	115
49	112
50	112

LOT N ^o	ENTITLEMENT
51	115
52	115
53	115
54	115
55	157
56	166
57	228
AGGREGATE	10,000

Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 12302 SL2

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

SHEET 1 OF 8

Subdivision of
Lot 101 in D.P.1057080

DP1079151

covered by Subdivision
Certificate
No.
of

FULL NAME AND ADDRESS OF THE OWNER OF THE LAND:

JGRT Holdings Pty. Limited
P.O.Box 203
HUNTERS HILL 2110

FULL NAME AND ADDRESS OF THE MORTGAGEE OF THE LAND:

J. G. S.
R. J. G. S.

Owner

A. J. J.

Witness

R. J. G. S.

Council/Accredited Certifier

SIGNED SEALED AND DELIVERED
For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 126
Book 4182
Mortgagee

witness:

A. J. J.
Adam King

David Malcolm Matheson
David Malcolm Matheson
Credit Administration Manager

Leanne Joy Nelson
Leanne Joy Nelson
Credit Analyst

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

SHEET 2 OF 8

PLAN

DP1079151

Subdivision of
 Lot 101 in D.P.1057080

covered by Subdivision
 Certificate
 No.
 of

PART 1

Number of Item shown in the intention panel on the plan	Identity of easement profit a prendre restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefited lots, roads, bodies or Prescribed Authorities.
1	Right of carriageway variable width (A) LIMITED IN STRATUM	Lot 2 Lot 1	Lot 1 Lot 2
2	Easement to drain water 2 wide & 4 wide (B)	Lot 2 Lot 1	Lot 1 Lot 2
3	Right of access 1 wide (C)	Lot 1	Lot 2
4	Right of access 1.12 wide (D) LIMITED IN STRATUM	Lot 2	Lot 1
5	Right of footway variable width (E)	Lot 2	Lot 1
6	Right of footway variable width (F)	Lot 2	Lot 1
7	Right of footway variable width (G)	Lot 2	Lot 1
8	Right of footway variable width (H)	Lot 2 Lot 1	Lot 1 Lot 2
9	Right of footway variable width (I)	Lot 2 Lot 1	Lot 1 Lot 2
10	Right of footway variable width (J)	Lot 1, Lot 2	Lot 2, Lot 1
11	Right of carriageway variable width (K) LIMITED IN STRATUM	Lot 1 Lot 2	Lot 2 Lot 1
12	Right of carriageway variable width (L) LIMITED IN STRATUM	Lot 1	Lot 2
13	Easement to drain water 2 wide (M)	Lot 1	Lot 2
14	Easement to drain water 6.86 wide (N)	Lot 1	Lot 2
15	Right of access 1.5 wide (O)	Lot 1	Lot 2

[Signature]

owner

[Signature]

Witness

[Signature]
 Council/accredited certifier
 DATED, SEALED AND DELIVERED
 For and on behalf of
 ST GEORGE BANK LIMITED
 (A.C.N. 055 513 070) by its
 attorneys under power of
 attorney registered No: 128
 Mortgagee

Witness:
[Signature]
 Adam King

[Signature]
 David Malcolm Matheson
 Credit Administration Manager

[Signature]
 Leanne Joy Nelson
 Credit Analyst

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

SHEET 3 OF 8

PLAN

Subdivision of
 Lot 101 in D.P.1057080

DP1079151

covered by Subdivision
 Certificate
 No.
 of

PART 1

Number of Item shown in the intention panel on the plan	Identity of easement profit a prendre restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefited lots, roads, bodies or Prescribed Authorities.
16	Right of access 2.829 wide (P)	Lot 1	Lot 2
17	Easement for Lift 2.811 wide (Q)	Lot 1	Lot 2
18	Easement for services 2 wide (R)	Lot 1	Lot 2
19	Easement for services variable width (S) LIMITED IN STRATUM	Lot 1 Lot 2	Lot 2 Lot 1
20	Easement to drain water variable width (T)	Lot 1	Lot 2
21	Right of carriageway variable width (U)	Lot 1	Lot 2
22	Positive Covenant (V)	Lot 1 Lot 2	WILLOUGHBY COUNCIL
23	Easement to drain water variable width (W) LIMITED IN STRATUM	Lot 1	Lot 2
24	Restriction on use (V)	Lot 1 Lot 2	WILLOUGHBY COUNCIL

J.C.S.
Ryan...

[Signature]

owner
[Signature]
 Witness

STANDARD AND CREDIT
 For and on behalf of
 ST GEORGE BANK LIMITED
 (A.C.N. 055 513 070) by its
 attorneys under power of
 attorney registered No. 125
 500 4182
 Mortgage

Witness
[Signature]
 Adam King

[Signature]
 David Malcolm Matheson
 Credit Administration Manager
[Signature]
 Leanne Joy Nelson
 Credit Analyst

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

SHEET 4 OF 8

PLAN

Subdivision of Lot 101 in
D.P.1057080

covered by subdivision
Certificate
No.
of

DP1079151

PART 2

1. TERMS OF POSITIVE COVENANT SEVENTEENTHLY REFERRED TO IN THE PLAN

In this easement, unless contrary intention appears:

Benefited Lot includes each and every part of the Benefited Lot shown so designated on the Plan and any part of it with which the right is capable of enjoyment.


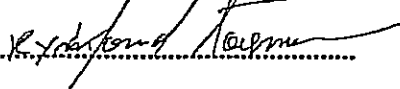
Burdened Lot includes each and every part of the Burdened Lot shown so designated on the Plan and any part of it with which the right is capable of enjoyment.


Benefited Owner means the owner for the time being of the Benefited Lot, its respective successors, transferees, assigns and all persons authorised by it, any person who is entitled to an estate or interest in the Benefited Lot and includes an Owners Corporation if the Benefited Lot is converted to Strata Title.



Burdened Owner means the owner for the time being of the Burdened Lot, its respective successors, transferees, assigns and all persons authorised by it, any person who is entitled to an estate or interest in the Burdened Lot and includes an Owners Corporation if the Burdened Lot is converted to Strata Title.

Easement site means the site of the relevant easement shown so burdened on the Plan.

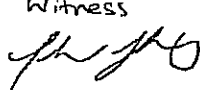
1.1 The Benefited owner has the full, free and unimpeded right to use the lift located within the easement site for the purpose of access to and from the Benefited Lot at all times subject to the following conditions.

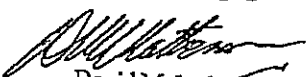


.....
Owner



.....
Witness



.....

Council/Accredited Certifier
SIGNED, SEALED AND DELIVERED
For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 063 513 070) by its
attorneys under power of
attorney registered No. 125
Mortgagee

Witness

Adam King


David Malcolm Matheson
Credit Administration Manager


Leanne Joy Nelson
Credit Analyst

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

SHEET 5 OF 8

PLAN

Subdivision of Lot 101 in
D.P.1057080

covered by subdivision
Certificate
No.
of

DP1079151

PART 2

1. TERMS OF POSITIVE COVENANT SEVENTEENTHLY REFERRED TO IN THE PLAN

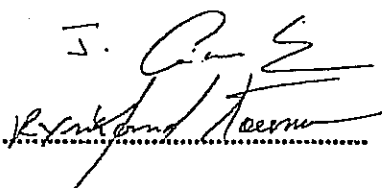
1.2 The Burdened owner may:

- (a) impose reasonable security measures and requirements and operating controls and procedures to be observed by Benefited Owner and its servants, agents, employees, contractors and subcontractors to ensure the safety and security of the Burdened Lot; and
- (b) for reasons of security, safety and maintenance, temporarily suspend the use of the lift for the time and the extent reasonably necessary.

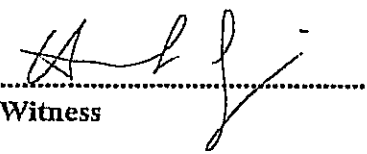
1.3 Before exercising rights under clause 1.2, the Burdened Owner must, except in an emergency give reasonable notice to the Benefited Owner of its intention to suspend access to use of the lift and act reasonably in suspending access to and use of the lift.

1.4 If any person exercises or purports to exercise the rights granted by this easement by doing so:

- (a) the person enters on the Burdened Lot at that persons own risk;
- (b) the Benefited Owner release the Burdened Owner and that owners servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused, suffered or incurred in connection with entry on the Burdened Lot;
- (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owners servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused, suffered or incurred in connection with entry upon the Burdened Lot.



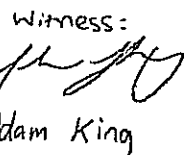
Owner

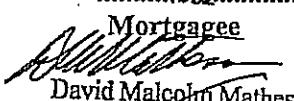
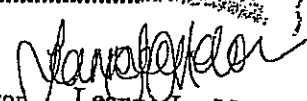


Witness



Council/Accredited Certifier
SIGNED SEALED AND DELIVERED
For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 005 619 070) by its
attorneys under power of
attorney registered No. 125
Book 4152

Witness:

Adam King

Mortgagee

David Malcolm Matheson
Credit Administration Manager

Leanne Joy Nelson
Credit Analyst

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

SHEET 7 OF 8

PLAN

Subdivision of Lot 101 in
D.P.1057080

DP1079151

covered by subdivision
Certificate
No.
of

PART 2

1. TERMS OF RESTRICTION ON USE TWENTY FOURTHLY REFERRED TO IN THE PLAN

The registered proprietors of the land (hereby called the "proprietor") hereby burdened covenant with the Willoughby City Council (hereby called the "Council")

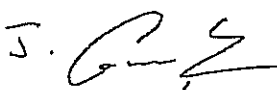
a) Not to erect or suffer to permit any building, structure or erection on the whole or erection on the part of the land hereby burdened except

i) dividing fences

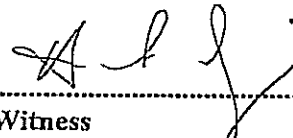
ii) such buildings, structures and erections as from time to time form part of or are associated with the carrying out by the proprietor of the land hereby burdened of his obligations under the Positive Covenant as are approved by the Council and

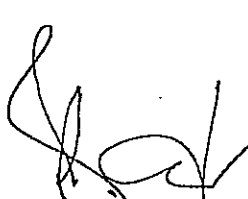
iii) such other structures as are approved by the Council

b) Not to alter or tamper with the detention levels or controlled outflows of the system without consent in writing previously obtained from the Council


.....
.....

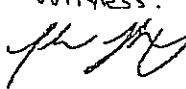
Owner




.....
Witness



Council/Accredited Certifier
SIGNED SEALED AND DELIVERED

For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 519 070) by its
attorneys under power of
attorney registered No. 125
..Book 4182

Witness:

Adam King

Mortgagee

David Malcolm Matheson
Credit Administration Manager

Leanne Joy Nelson
Credit Analyst

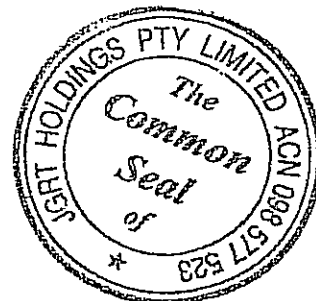
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT
TO SECTION 88B CONVEYANCING ACT 1919**

SHEET 8 OF 8

PLAN

Subdivision of
Lot 101 in D.P.1057080

covered by Subdivision
Certificate
No.
of



DP1079151

SIGNED

in the presence of

Signature of Witness

Name of Witness (please print)

SIGNED SEALED AND DELIVERED
Signed on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 035 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182
Mortgagee

Name

[Signature]
..... DIRECTOR
Owner

[Signature]
..... DIRECTOR
Owner

ATTOENEY *[Signature]* David Malcolm Matheson
Print Name: Credit Administration Manager
Position Held:

[Signature]
ATTOENEY Leanne Joy Nelson
Print Name: Credit Analyst
Position Held:

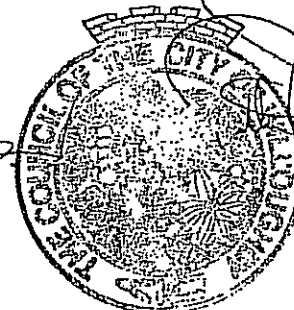
[Signature]
WITNESS Adam Warwick King
Print Name: Credit Analyst

SIGNED

Council/accredited certifier

THE COMMON SEAL OF THE COUNCIL
OF THE CITY OF WILLOUGHBY WAS
HERETO AFFIXED ON THE THIRTEENTH
DAY OF JANUARY 2005 UNDER
DELEGATED AUTHORITY GRANTED BY
COUNCIL ON THE ELEVENTH DAY OF
OCTOBER 2004.

[Signature]
GENERAL MANAGER



MAYOR

REGISTERED  15.3.2005

And the transferee covenant(s) with the transferor

Full and free right and liberty to the transferee as appurtenant to the land comprised in Certificate of Title Volume 7411 Folio 159 (hereinafter called "the dominant tenement") to construct lay down use renew repair and maintain drains channels or lines of pipes and water pipe lines and mains and such other works as the transferee may consider necessary for drainage and water main purposes through over under and along ALL THAT piece of land marked "site of propd. esmt. for drainage and water main 9 feet wide 6 3/4 F." on Deposited Plan No. 2079575 (hereinafter called "the servient tenement") for the free and uninterrupted passage of water and all surface and stormwater soil sullage and/or waste waters of all kinds TOGETHER WITH the right for the transferee and owners and occupiers for the time being of the dominant tenement and their officers servants workmen agents and contractors with or without horses carts and other vehicles to enter upon the servient tenement for the purpose of inspecting the condition of taking up cleansing amending renewing repairing removing or replacing the said drains channels or lines of pipes and water pipe lines and mains or any part or parts thereof and of removing therefrom any obstruction and for the purposes aforesaid or any of them and as often as may be necessary to bring and place upon the servient tenement and to remove all goods materials machinery tools implements appliances and articles and to do and perform all other such incidental acts and things as may reasonably be necessary or require doing as little damage as possible to the servient tenement and forthwith making good all damage that may be done thereto in the exercise of the rights and liberties hereby granted.

Strike out if unnecessary, or suitably adjust,
(i) if any easements are to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1924.

[Handwritten signature]

ENCUMBRANCES, &c., REFERRED TO.

Rights of Way and Easements created by Transfer No. H.610678.

* A very short note will suffice.

M 1143-2

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is sworn, otherwise the attesting witness should appear before one of the above mentioned persons who having sworn as affirmative answer each of the questions set out here, 109 (1) (b) of the Real Property Act should sign the attestation at the foot of this page.

Execution may be proved where the parties are resident in—

(1) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or a 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.

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

(3) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) as Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal to the 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.

It is not unnecessary words. Add any other matter necessary to show that this power is effective.

Signed at SYDNEY the THIRD day of JANUARY 1962

THE COMMON SEAL OF SARGOOD & GARDINER LIMITED was hereunto affixed by the authority of the Directors in the presence of

[Signature]
Director Transferor

[Signature]
Secretary

FOR and on behalf of THE COMMONWEALTH OF AUSTRALIA by the Assistant Deputy Crown Solicitor,

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

[Signature]
Transferor(s).

Sydney, in the presence of
[Signature]
An Officer of the Attorney-General's Department

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and neither any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Assurances by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor 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 Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

No alterations should be made by erasure. Two words rejected should be crossed 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.

LODGED BY COMMONWEALTH CROWN SOLICITOR

No. H 998940

FEEs.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 6s. 0d. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 16 folios, an amount of 6s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH,
 To be filled in by person lodging dealing.

1 _____
 2 7411-159 Received Docs.
 3 _____ No.
 4 _____ Receiving Clerk.
 5 _____
 6 _____

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

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

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

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

who is personally known to me. _____ Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER of Pt. of land for drainage & water supply purposes
Checked by 	Particulars entered in Register Book Volume <u>7411</u> Folio <u>159</u> " <u>8158</u> " <u>216</u>
Fused (in S.D.B.) by 	the <u>5th</u> day of <u>July</u> 19 <u>64</u>
Signed by 	30 minutes past 2 o'clock in the afternoon Registrar-General

PROGRESS RECORD.

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

SP74480

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Sheet 1 of 30 pages

Strata Schemes (Freehold Development) Act 1973

Division 2B

Sections 28R - 28W and Schedule 1C

STRATA MANAGEMENT STATEMENT

TECHNOPARK, 2A HERBERT STREET, ST LEONARDS

PART A
INTRODUCTION

1. PARTIES BOUND

1.1 This Statement is binding on:

The Lot 1 Owner;

The Lot 2 Owner;

Any occupant of either Lot 1 or Lot 2 (or any part of them); and

Any chargee of Lot 1 or Lots 2 (or any part of them).

PART B
COMPULSORY MATTERS

2. MANAGEMENT OF THE BUILDING

2.1 The Building Management Committee

- (a) The Members must establish and maintain forever the Building Management Committee comprising a representative of each Member within 1 month of registration of this Statement.
- (b) The Members' representatives will be appointed or selected in accordance with a special resolution or by-law made by the relevant owners corporation or a resolution or decision made in the appropriate manner by each Member.
- (c) The Members' representatives must represent the Members at meetings of the Building Management Committee.

2248264.2 RZF RZF

TERMS OF INSTRUMENT NOT
CHECKED IN L.P.I.

J.C. K. Tamm
REGISTERED  15.3.2005

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Sheet 2 of 2 pages

- (d) Each Member must give to each other notice of its address and telephone number and the name, address and telephone number of its representative for the time being.
- (e) A Member may at any time give to the other Members notice of the name, address and telephone number of a duly appointed replacement representative.
- (f) Service of notices or documents on the Building Management Committee must be in accordance with the requirement for service in clause 6 and is effective if given to each Member's representative for the time being as notified under this clause.

2.2 Chairperson/Office bearers

The Building Management Committee must appoint one of the Member's representative or the Strata Manager to act as chairperson for each meeting and any other office bearer as the Building Management Committee considers necessary from time to time.

2.3 Functions

The functions of the Building Management Committee are to:

- (a) comply with the Act and this Statement;
- (b) manage the Building so that the Members comply with their obligations under this Statement;
- (c) make and implement decisions in respect of relevant matters referred to in this Statement;
- (d) operate, maintain, replace, renew and/or add to the Shared Facilities as necessary;
- (e) update the list of Shared Facilities as necessary;
- (f) control the use of the Shared Facilities justly and fairly;
- (g) make just and fair allocation of the cost of operation, maintenance replacement, renewal, insurance of or additions or alterations to Shared Facilities in accordance with Schedule 2 subject to any amendments made in accordance with this Statement;
- (h) effect the Insurances according to the Act and maintain contracts for maintenance as necessary for the whole of Lot1 and Lot 2;
- (i) consider any submission to the Building Management Committee by a Member under clause 4.6;
- (j) monitor the performance by the Members of their obligations under the Act and this Statement;
- (k) monitor the performance of the Strata Manager and the Building Manager;
- (l) appoint one or more of its Members to perform any of its powers, authorities, duties or functions set out in the Act and in doing so must clearly define the power, authority, duty or function which must be carried out by that Member according to the Building Management Committee's directions; and
- (m) consider and determine any other matter that the Members determine should be considered by the Building Management Committee.

J. C. R-Tamm

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Sheet 3 of ³⁰ pages

3. MEETING PROCEDURES

3.1 Convening Meetings

- (a) Meetings of the Building Management Committee must be held:
 - (i) if required under this Statement;
 - (ii) within 1 month of a written request by a Member, not being a Member in Default, setting out the issue or proposal required to be addressed;
 - (iii) at least every six months; and
 - (iv) if the Building Management Committee decides to do so.
- (b) 14 days notice of a meeting with an agenda must be given by the Building Management Committee to the Members but, in the case of an emergency, shorter notice may be given. The Building Management Committee must deal only with the matters on the agenda for a meeting.

3.2 Quorum

At any meeting of the Building Management Committee, a quorum will consist of a representative of each Member except a Member in Default. If a quorum is not present within 30 minutes from the time appointed for a meeting, the meeting will be adjourned for 3 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 original meeting.

3.3 Voting

At all meetings of the Building Management Committee, each Member, except a Member in Default, is entitled through its representative to vote in accordance with the following entitlements:

- (a) Lot 1 Owner: 1 vote; and
- (b) Lot 2 Owner: 1 vote.

3.4 Voting Rights

- (a) The representative of a Member in Default cannot vote at a meeting but can attend and address the meeting.
- (b) A Member's representative must exercise a vote at a meeting in accordance with the direction of the Member who appointed the representative.
- (c) The chairperson does not have a casting vote at meetings of the Building Management Committee.

3.5 Appointment

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

J. [Signature] R. [Signature]

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3.6 Delegation

The Building Management Committee may at any time and from time to time delegate any of its powers, authorities, duties or functions to the Strata Manager.

3.7 Records

- (a) The Building Management Committee must distribute minutes of its meetings to the Members within 10 days after the meeting.
- (b) The Building Management Committee may set a procedure for the inspection of and for obtaining copies of the records of the Building Management Committee.

3.8 Decisions

The Building Management Committee may make decisions only:

- (a) according to this Statement;
- (b) at a properly convened meeting of the Building Management Committee; and
- (c) except where required by the Act or this Statement, by Ordinary Resolution.

3.9 Ordinary Resolution

The matters that the Building Management Committee must decide by Ordinary Resolution are appointing or terminating the appointment of a Strata Manager or Building Manager.

3.10 Special Resolution

The matters that the Building Management Committee must decide by Special Resolution are:

- (a) changing architectural or landscape standards;
- (b) amending, modifying or adding to Schedule 1; and
- (c) amending, modifying or adding to Schedule 2.

3.11 Unanimous Resolution

- (a) Subject to clause 3.11(b), the matters that the Building Management Committee must decide by Unanimous Resolution are:
 - (i) amending this Statement; and
 - (ii) repaying all or part of the Building Management Committee's funds to Members.

J. G. R. Toomey

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- (b) Despite clause 3.11(a), any Member may agree with one or more other Members:
- (i) to amend, modify or add to any Shared Facilities that only they use or are entitled to use; or
 - (ii) to change, add to or adjust the division of costs for certain Shared Facilities as between or amongst themselves,

provided that one month's written notice is given to the Building Management Committee before any agreement made pursuant to this clause takes effect.

4. RIGHTS AND OBLIGATIONS

4.1 Compliance by Members

- (a) The Members must:
- (i) comply promptly with their obligations under this Statement and the Act;
 - (ii) pay promptly their respective contributions for Shared Facilities and any other payments due under this Statement;
 - (iii) effect and maintain the Insurances required by this Statement and the Act;
 - (iv) implement decisions of the Building Management Committee;
 - (v) ensure that the Building and the Building Façade are effectively maintained and managed to the standard as constructed and to a standard appropriate to its permitted use;
 - (vi) comply with the Architectural Standards;
 - (vii) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
 - (viii) not interfere with services used by a Member or Occupiers bound by this Statement;
 - (ix) not alter the architectural or landscape standards of the Building unless the alteration is supported by Unanimous Resolution;
 - (x) not release, vary or modify the easements created to drain water or sewerage serving the Building without the prior written approval of Sydney Water; and
 - (xi) comply with the Easements.
- (b) Each Member is responsible for its respective acts and those of its Occupiers, contractors, employees and agents in occupying or using parts of another Member's property and releases that other Member, its Occupiers, contractors, employees and agents from any costs, claims or liability unless the other Member, its Occupiers, contractors, employees or agents have been negligent.

J. C.

R. T. Cairns

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Sheet 6 of 8 pages

- (c) Each Member must use reasonable endeavours to require its Occupiers, contractors, employees and agents (and in the case of an owners corporation, each owner of a lot in a strata scheme) to comply with this Statement and the Easements.

4.2 Rights of Access over parts of the Building

- (a) The Members, Owners and Occupiers must not interfere unreasonably with access to or from any part of the Building including the Shared Facilities by another Member, Owner or Occupier.
- (b) The Members, Owners and Occupiers must allow the other Members, Owners and Occupiers the use of common property in the Strata Scheme for access to or from another Stratum Lot or Strata Lot.
- (c) For the purposes of this clause an Owners Corporation may impose conditions on use and access including the use of security keys and other security devices.

4.3 Access to Shared Facilities

- (a) Each Member must give the Building Management Committee access to maintain, repair and replace Shared Facilities located in the common property of a Strata Scheme or a Stratum Lot.
- (b) The Building Management Committee must give reasonable notice to a Member before it requires access to that Member's common property to maintain, repair or replace Shared Facilities.
- (c) Except in an emergency, the Building Management Committee may gain access under this clause to the common property of a Member's Strata Scheme or Stratum Lot only:
 - (i) during the hours reasonably agreed to by the relevant Member; and
 - (ii) according to the reasonable requirements of the relevant Member.

4.4 Agreement to Shared Costs

- (a) The Members agree to the apportionment of Shared Costs as set out in Schedule 2.
- (b) The Members acknowledge that the apportionments are and must always be fair and reasonable having regard to the use and benefit of the Shared Facilities to each Member.

4.5 Nature of Obligations

The obligations of the Members under this Statement are joint and several.

4.6 Submissions by Members

Any Member, except a Member in Default, has the right to submit to the Building Management Committee a proposal to:

- (a) vary, modify, repair, renew or replace a Shared Facility;
- (b) recommend an additional facility for the Building;
- (c) vary Schedule 2;

J. C.

R. Tolman

- (d) alter any external area of the Building;
- (e) amend this Statement;
- (f) replace the Strata Manager or the Building Manager or appoint a new Strata Manager or Building Manager; and
- (g) consider any other matter or thing to which this Statement has application.

5. DISPUTE RESOLUTION

5.1 First Resort

If a dispute arises between the Members in connection with a provision of this Statement or the administration of the Shared Facilities or the Building, then that dispute must be dealt with in accordance with this clause and no Member may pursue any action with the Strata Schemes Commissioner or Strata Schemes Board or pursue any other legal process or arbitration until the dispute has been determined under this clause.

5.2 Notice requirements

If:

- (a) one or more Members have given to the other Members notice of a dispute in connection with this Statement (Notice); and
- (b) the Members are unable in good faith to settle the dispute within 14 days after the Notice has been given (and in that regard the Members are obliged to have direct dealings with each other either by a meeting or a telephone conference),

then a Member may by notice to the other Members require the dispute to be referred to an independent expert (Expert Notice).

5.3 No agreement

If all Members cannot agree on an expert within 7 days of the Expert Notice, the expert must be nominated by the president of the relevant institute for determining the expert. If all Members cannot agree on the most appropriate institute, the institute will be nominated by the president for the time being of the Law Society of New South Wales.

5.4 Expert

The person agreed or appointed is to act as an expert and not as an arbitrator.

5.5 Written submissions

The Members in dispute may make written submissions to the expert regarding the dispute and must give to the expert all relevant information within 7 days of the expert's written request.

5.6 Costs

The cost of the expert's decision will be borne by those Members in dispute in the shares determined by the expert. Each party must pay its own costs in connection with the dispute.

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6. SERVICE OF NOTICES

6.1 Service requirements

A notice, approval, consent or other communication in connection with this Statement must be in writing and may be:

- (a) left at the address of the addressee;
- (b) sent by prepaid ordinary post to the address of the addressee; or
- (c) transmitted by facsimile to the facsimile number of the addressee

or if the addressee notifies another address or facsimile number then to that address or facsimile number.

6.2 Receipt requirements

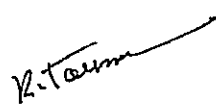
- (a) Unless a later time is specified in it, a notice, approval, consent or other communication, it shall take effect from the time it is received.
- (b) A letter is taken to be received if posted on the third day after posting, and a facsimile is taken to be received on production of a transmission 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 relevant recipient.

PART C
OTHER MATTERS

7. STRATA MANAGER AND BUILDING MANAGER

7.1 The Strata Manager

- (a) The Building Management Committee may appoint a Strata Manager to assist it perform its functions under this Statement.
- (b) The Building Management Committee may require the Strata Manager to:
 - (i) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities ;
 - (ii) effect and maintain the Insurance on behalf of the Members;
 - (iii) implement decisions made by the Building Management Committee;
 - (iv) prepare a plan for any refurbishment works or any other works;
 - (v) carry and maintain licences required by law to be a strata managing agent;
 - (vi) in carrying out or arranging for the carrying out of maintenance, repair and replacement of a Shared Facility, collect from the Members the maintenance, repair, renovation or replacement costs of a Shared Facility.

J. C. 

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Sheet 9 of 8 pages

- (c) If the Building Management Committee appoints a Strata Manager, it must enter into an agreement with the Strata Manager that clearly sets out the terms of appointment and the functions delegated to the Strata Manager.

7.2 The Building Manager

- (a) The Building Management Committee may appoint, negotiate and enter into an agreement with the Building Manager to provide management and operational services for the Building.
- (b) Under the agreement, the Building Management Committee may require the Building Manager to carry out the following duties:
 - (i) caretaking, supervising and servicing Shared Facilities and the Building generally;
 - (ii) supervising the cleaning, repair, maintenance, renewal or replacement of Shared Facilities ;
 - (iii) providing services to the Building Management Committee and Members and their occupiers including a letting, property management and/or sale service and any ancillary services;
 - (iv) supervising the Building Management Committee's employees and contractors; and
 - (v) carrying out any other task that the Building Management Committee agrees is necessary for the operation and management of the Building.

8. INSURANCE

8.1 Insurance Obligations

- (a) The Building Management Committee must effect and maintain the Insurances for the whole of Lot 1 and Lot 2 throughout the operation of this Statement and without limitation must:
 - (i) at least every 2 years appoint an appropriately qualified expert (with at least 5 years experience in insurance valuations for buildings of this type) to advise it as to the adequacy and appropriateness of the Insurances; and
 - (ii) allow for insurance premium cost increases which may occur during the period of the Insurances;
- (b) The Building Management Committee must ensure that any relevant information known to it and relating to the Insurances is provided to the approved insurer.
- (c) The Members agree that the cost of the Insurances is to be included in the Shared Costs.
- (d) If a Member does anything to increase an insurance premium then that Member must pay the amount of increase of premium.

J. R

R. Tamm

SP74480

8.2 Members Responsibilities

- (a) A Member must not, without the prior written consent of the Building Management Committee, do or permit anything, which may invalidate or suspend any insurance or increase the premium for insurance effected under the Act.
- (b) If a Member does anything which increases the premium for any Insurance effected under the Act then that member must pay any resulting additional insurance premium.

9. SHARED FACILITIES AND COSTS

9.1 Contribution to Shared Costs

- (a) The Members must contribute to the Shared Costs in the proportions referred to in Schedule 2.
- (b) The Members acknowledge that the proportions of the Shared Costs are based on those methods for allocation referred to in Schedule 3 and are appropriate.

9.2 Estimate of Shared Costs

- (a) The Building Management Committee must estimate how much money it will need for each 12 month period in advance to pay the Shared Costs incurred under this Statement.
- (b) The estimate must be made no later than 30 days after the registration of this Statement and after that, as required by the Building Management Committee.

9.3 Contributions to Shared Costs


The Building Management Committee must impose a contribution on each Member being each Member's Share of the relevant estimate under clause 9.2 by written notice and each Members must pay the contribution with the time specified for payment in the notice.

9.4 Additional Expenses Contribution

If the Building Management Committee is faced with additional expenses which it cannot immediately meet from funds accumulated after levying each Member in accordance with this clause, then it must impose a further contribution on each Member to meet the additional expenses as determined by the Building Management Committee in accordance with the appropriate formula for allocation in Schedule 3.

9.5 Establishing Accounts

- (a) The Building Management Committee may establish 2 accounts for contributions to Shared Costs:
 - (i) a Facilities fund for capital works; and
 - (ii) an administrative fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs that are not capital works fund costs.

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- (b) The Building Management Committee must levy the first contribution within 1 month after this Statement is registered.
- (c) The Building Management Committee must budget and levy sufficient contributions for its funds to comply with its obligations under this Statement.

9.6 Accounting

- (a) Within 2 months after the expiration of each 12 month period referred to in clause 9.2(a), the Building Management Committee must provide to each Member a duly audited report comprising but not limited to:
 - (i) a statement of income and expenditure;
 - (ii) the balance carried forward from the previous period and the cash in hand at the end of the current period; and
 - (iii) particulars of any arrears of contributions.
- (b) The Building Management Committee must open a bank/building society account and pay into it all amounts received under this clause. Withdrawals from that account must only be used for purposes permitted under this Statement or in accordance with a Unanimous Resolution authorising an expenditure of money.
- (c) The Building Management Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Building Management Committee may:
 - (i) credit it to one of the Building Management Committee's accounts; or
 - (ii) pay it to the Members in shares decided by the Building Management Committee.

9.7 Dealing with surplus funds

If there are surplus funds in any fund established, the Building Management Committee may distribute it between the Members in the shares decided by the Building Management Committee.

9.8 Member in Default

If a Member fails to pay a contribution imposed under these clauses, it will be a Member in Default and:

- (a) any money payable and unpaid by the Member in Default accrues interest at the Default Rate and may be recovered by any other Member (acting as agent for the Building Management Committee) as a debt due and owing; and
- (b) if another Member has paid the Member in Default's contribution, then the amount equivalent to that contribution owing must be paid to that other Member when recovered, without deduction of any costs or expenses incurred in recovery and the Building Management Committee will decide what proportion of interest at the Default Rate payable under this clause (if any) is to be paid to the other Member to compensate that Member for paying the Member in Default's contribution;
- (c) while a Member remains a Member in Default, that Member's representative is not entitled to exercise its vote at any meeting of the Building Management Committee.

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9.9 Failure to provide information

- (a) The Building Management Committee may do anything under this clause which in the opinion of the Building Management Committee, a Shared Facility Member has not done or not done properly.
- (b) If the Building Management Committee exercises a function under this clause the Shared Facility Member must reimburse the Building Management Committee for its costs in exercising the function.

10. ALTERATIONS TO SHARED FACILITIES AND SHARED COSTS

10.1 Acknowledgment

The Members acknowledge that Schedule 1 and Schedule 2 may need to be amended if:

- (a) additional Shared Facilities are identified;
- (b) any of the Shared Facilities are modified or replaced;
- (c) there are any alterations to the Building;
- (d) there are any variations in the usage of the Shared Facilities; or
- (e) changes to legislation require it.

10.2 Alterations to Shared Facilities

The Building Management Committee may vary, modify, alter, add to, repair, renew or replace the Shared Facilities as required and if this is done, it will be treated as amending Schedule 1 and Schedule 2 in the appropriate way.

10.3 Alterations to Shared Costs

The Building Management Committee may vary a Member's Share if there is a change in that Member's usage of the Shared Facilities.

11. MAINTENANCE OF SHARED FACILITIES

11.1 Member to Maintain

Members must maintain, repair and where necessary replace the Shared Facilities forming part of that Member's Strata Scheme or Stratum Lot.

11.2 Building Management Committee may maintain

The Building Management Committee may at its discretion arrange for and procure the carrying out of maintenance, repair or replacement of the Shared Facilities as if it were the Member responsible under Part 2 of the Management Act to maintain, repair or replace the Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot common property). If the Building Management Committee carries out maintenance, repair or replacement of Shared

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Facilities (being part of a Member's Strata Scheme or Stratum Lot common property) it must pay for the repair and maintenance out of money standing in the accounts referred to in clause 9.

11.3 Building Management Committee may direct maintenance

The Building Management Committee may direct, by notice in writing, a Member ordinarily responsible under Part 2 of the Management Act to carry out maintenance, repair or replacement of Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot common property) to carry out maintenance, repair and replacement of any Shared Facilities referred to in the notice. If the Building Management Committee gives a notice directing the Member to carry out maintenance, repair or replacement of Shared Facilities, the Member must carry out the maintenance, repair and replacement and the Building Management Committee must pay the full cost to the Member out of money standing in the accounts referred to in clause 9 as and when the cost becomes due for payment.

11.4 Internal Sewer lines

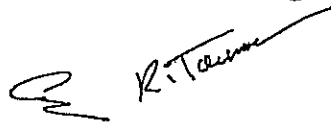
All internal sewer lines are the responsibility of the Members to maintain and repair and are not the responsibility of Sydney Water.

12. ARCHITECTURAL AND LANDSCAPE STANDARDS

- (a) The Building Management Committee must make architectural and landscape standards for the Building within 1 month of registration of this Statement (the Architectural Standards).
- (b) At minimum, the Architectural Standards must specify that the Building and the Building Façade are maintained at the same standard and quality as the Building as constructed, maintaining the same or similar light colour of the exterior paintwork and colour scheme and that neither Lot 1 and Lot 2 may change the colour of its external façade without the consent of the other,
- (c) The Members must comply with the architectural and landscape standards.
- (d) The Building Management Committee may amend, modify or add to the architectural or landscape standards by Special Resolution.
- (e) A person bound by these standards may apply to the Building Management Committee to change the standards by the procedures for application set from time to time by the Building Management Committee.
- (f) The Building Management Committee's review and decision on applications for amendment, modification or additions to the standards are in its absolute discretion.
- (g) Compliance with this clause does not relieve any person from an obligation to obtain consent under the relevant strata scheme by-laws or from any relevant statutory authority.

13. GARBAGE/WASTE AREAS

- (a) The Garbage Room is available for waste management purposes by the Members or the relevant Occupiers.

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- (b) The Building Manager can prescribe conditions for use in relation to the use of the Garbage Room and waste management.

14. NAMING RIGHTS

- 14.1 The name of the industrial complex, Technopark, can only be amended by unanimous resolution of the Building Management Committee.
- 14.2 The Lot 1 Owner (Owner) is entitled to the exclusive right to name the factory complex constructed within Lot 1, subject to the following conditions:
- (a) The name assigned to the complex must be connected to the business conducted within the Lot 1 (either by the Owner or the Owner's tenant);
 - (b) any signage installed by the Owner or the Owner's tenant may be located in a place nominated by the Owner or the Owner's tenant provided that the location chosen does not block any accessways or prevent the flow of traffic within Technopark;
 - (c) any signage installed by the Owner or the Owner's tenant must comply with the requirements of any Council code regulating signage; and
 - (d) must be installed, maintained, insured and removed or replaced at the risk and cost of the Owner or the Owner's tenant, with any damage to common property made good at the cost of the Owner or the Owner's tenant.

15. DIRECTORY AND OTHER SIGNAGE

- 15.1 The Building Management Committee will maintain a directory of occupiers of Technopark of a style and design approved by the Building Management Committee to be displayed in a prominent position at the entrance of Technopark. Each owner or occupier is entitled to one entry in the directory.

16. PALLETS AND OUTSIDE STORAGE

No pallets, waste, stock, or derelict or unregistered motor vehicles may be stored at any time outside any lot or in any car parking spaces in Technopark.

17. NOISE

- 17.1 Members must ensure that all plant which may be stored within or operating on their lots is installed, maintained and operated in such a manner as to ensure that any noise emanating from the lot complies with any standards which:
- (a) are specified from time to time by the Council and/or the Environment Protection Authority; and
 - (b) may otherwise be required pursuant to the Protection of the Environment Operations Act 1997 and regulations under that Act.

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- 17.2 No public address system or sound amplifying equipment of any kind may be installed near or on any lot if the equipment causes or permits the emission of sound onto any public place or nearby area without the prior approval in writing of the Council and the Owners Corporation.

18. SECURITY SERVICES


- 18.1 In addition to its powers under the Act, the Building Management Committee has the power to appoint and enter into an agreement with a security firm for the provision of security services to Technopark and must do so.
- 18.2 The Building Management Committee must keep and continue to keep security services supplied to Technopark at all times in accordance with the following minimum requirements:
- (a) it must contract with a reputable firm having industry experience providing security to complexes in the nature of Technopark; and
 - (b) it must supply the security services from sunset to sunrise.

19. USE OF LOT 1

- 19.1 The Lot 1 Owner (Owner) is entitled at any time to make application to the Council and any other competent authority for consent to specific development or uses of Lot 1 or any part of Lot 1. Without limitation, the Lot 1 Owner may apply to the Council for approval to:
- (a) Add a further level to Lot 1; and
 - (b) Subdivide Lot 1 and/or any addition to Lot 1, either by stratum or strata subdivision.
- 19.2 The Lot 2 Owner must consent to the lodgment of any application to the Council by the Owner and it acknowledges that the sole consent authority for any construction on or use of Lot 1 or any part of Lot 1 is the Council.
- 19.3 If any use of Lot 1 or any part of Lot 1 is approved, the Lot 2 Owner must also consent to the installation of any structure or equipment contemplated by the approval or required by statute for the conduct of the approved use.

20. STORAGE OF DANGEROUS GOODS

- 20.1 The Lot 1 Owner and its occupier is entitled to store dangerous goods within Lot 1 at the sole cost and risk of the party storing these goods. Nothing in this clause entitles the Lot 1 Owner or its occupier to store any dangerous goods unless and until:
- (a) it has obtained any consent necessary from any statutory authority for the storage of those goods; and
 - (b) unless it has complied and continues to comply with any condition imposed on the storage either in the consent or by statute (and this includes any occupational health and safety legislation); and
 - (c) it has disclosed to the Building Management Committee the approval to store the goods obtained in accordance with this clause; and

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- (d) if the storage of those goods results in increased insurance premiums for the Building, the Lot 1 Owner or its occupier (as the case may be) will be solely responsible for any increases and must reimburse the Building Management Committee for those premium increases on demand.

20.2 Any owner or occupier storing dangerous goods pursuant to this clause indemnifies the other Building owners against any claim or action arising from the rights granted under this clause.

21. DIESEL GENERATOR

21.1 The Lot 1 Owner and its occupier is given permission to install a diesel generator within Lot 1. Installation, servicing, maintenance, replacement and removal of the generator is at the sole cost and risk of the party using the generator. Nothing in this clause entitles the Lot 1 Owner or its occupier to install the diesel generator unless and until:

- (a) it has obtained any consent necessary from any statutory authority for the installation of the diesel generator; and
- (b) unless it has complied and continues to comply with any condition imposed on the storage either in the consent or by statute (and this includes any occupational health and safety legislation and statues and codes in relation to noise levels and storage of fuel); and
- (c) it has disclosed to the Building Management Committee of the approval to install a diesel generator within Lot 1; and
- (d) if the installation and operation of a diesel generator results in increased insurance premiums for the Building, the Lot 1 Owner or its occupier (as the case may be) will be solely responsible for any increases and must reimburse the Building Management Committee for those premium increases on demand.

21.2 Any owner or occupier installing a diesel generator pursuant to this by-law indemnifies the other Building owners against any claim or action arising from the rights granted under this by-law.

22. BY-LAWS: CONSISTENCY WITH THIS STATEMENT

- (a) Persons who must comply with this Statement must use their best endeavours to make sure that the by-laws for any relevant Owners Corporation remain consistent with this Statement.
- (b) For the period that a Member does not comply with this clause, the Member may not vote at Building Management Committee meetings.

23. AIR CONDITIONING UNITS

No air conditioning unit may be placed on any part of the roof of Lot 2 nor any part of the external building façade or windows or walls.

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24. SERVICES

- 24.1 The Building Management Committee has the power to determine from time to time that services within the Building or that service Stratum Lots or the Strata Scheme require to be repaired, replaced, added or upgraded. If the Building Management Committee so determines, the cost of installation and use of those services if Shared Facilities will be allocated in accordance with clauses 10 and 11 of this Statement, or otherwise, be payable by the Member receiving the benefit of the additional service.
- 24.2 When works are being carried out as contemplated by this clause, Members must provide access to their properties as is reasonably required to allow the works to be carried out.
- 24.3 This clause and the Easement for Services created by registration of the Stratum Instrument is not intended in any way to be limited to existing services or those listed in the Stratum Instrument, but is intended to include future new services, such as upgrades or updates of technology and telecommunication services and equipment.

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25. DEFINITIONS AND INTERPRETATION

25.1 Definitions

In this Statement, unless a contrary intention appears the following applies:

Act means either the Strata Act or the Management Act as appropriate.

Architectural Standards means the architectural and landscaping standards referred to in clause 12.

Building means the building contained within and on the land comprised in folio identifier 101/1057080.

Building Façade means and includes all external walls of the Building, but excludes any external windows or glass doors.

Building Management Committee means the committee established under this Statement as required by the Act.

Building Manager is the person for the time being appointed by the Building Management Committee under clause 7.

Council means the Council of the City of Willoughby.

Default Rate means the rate of interest 3% per annum above the Commonwealth Bank of Australia overdraft rate for overdrafts in excess of \$100,000 as published from time to time or any rate as set by the Commonwealth Bank of Australia in place of that rate.

Easements means the easements benefiting or burdening any lot of which a Member is the owner.

Garbage Room means the garbage waste room and recycling waste room located as specified in Schedule 1 which is a Shared Facility, the cost of which is to be met by the Members in the proportions set out in Schedule 2.

Insurance/s means all or any of the insurances required under the Act with an approved insurer as prescribed under the Act and any other insurance determined by Unanimous Resolution to be an Insurance.

Lot 1 means Lot 1 in the Stratum Plan.

Lot 2 means Lot 2 in the Stratum Plan.

Lot 1 Owner means the owner for the time being of Lot 1 and if Lot 1 is converted to strata title, means the Owners Corporation.

Lot 2 Owner means the owner for the time being of Lot 2 and if Lot 2 is converted to strata title, means the Owners Corporation.

Management Act means the Strata Schemes Management Act 1996 and Regulations.

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Member means an Owners Corporation in the Building or the owner for the time being of a Stratum Lot in the Building not the subject of a Strata Scheme as appropriate.

Member in Default means a Member who fails or has failed to comply with its obligations as prescribed under clause 9 and who will have no voting rights at meetings of the Building Management Committee unless it has satisfied those obligations before the date of notice for any meeting.

Ordinary Resolution means a resolution of the Building Management Committee that is passed at a properly convened meeting by simple majority of which the Member's representatives attending and entitled to vote are cast.

Occupiers means the tenants, occupiers, invitees and/or mortgagees in possession of a Stratum Lot or a Strata Lot as is appropriate.

Share means the relevant percentage of the total costs in connection with the Shared Facilities allocated to each Member as set out in Schedule 2.

Shared Costs means all expenses incurred or to be incurred in relation to the Shared Facilities and apportioned between the Members by a determination of the Building Management Committee pursuant to clause 9 including but not limited to:

- (a) operation, maintenance and repair costs;
- (b) renewal, renovation and replacement costs;
- (c) insurances;
- (d) fees payable to the Strata Manager or Building Manager; and
- (e) all other amounts determined by the Building Management Committee to be Shared Costs.

Shared Facilities means the services, facilities, machinery, equipment or items in a Stratum Lot or Strata Scheme that are used by two or more Members or Owners.

Shared Facility Member means a Member who is required to maintain, repair, or replace services, facilities, machinery and equipment pursuant to the Management Act that form the Shared Facilities.

Special Resolution means a resolution of the Building Management Committee that is passed at a properly convened meeting against which not more than one quarter of Member's votes are cast.


Statement means this strata management statement.

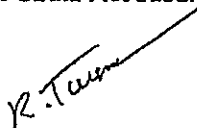
Strata Act means the Strata Schemes (Freehold Development) Act 1973 and Regulations.

Strata Lot means a lot in a Strata Scheme.

Strata Manager means the strata managing agent for the time being appointed by the Building Management Committee under clause 7.1.

Strata Plan means a plan, which according to the Strata Act subdivides a Stratum Lot to create a Strata Scheme.

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Strata Scheme means a strata scheme created when a Stratum Lot is subdivided by a Strata Plan.

Stratum Lot means either a current lot, as that term is defined in the Strata Act, which is limited in height or depth or both but does not include parcel comprising a Strata Scheme.

Stratum Instrument means the instrument registered pursuant to s.88B of the Conveyancing Act, 1919, registered with the deposited plan that created the Stratum Lots.

Stratum Plan means the plan of subdivision of the Building creating the Stratum Lots.

Technopark, is the name of the development constructed at 2A Herbert Street, St Leonards.

Unanimous Resolution means a resolution of the Building Management Committee that is passed at a properly convened meeting in favour of which all votes of the Member's votes are cast.

25.2 Interpretation

In this Statement, unless the contrary intention appears the following applies.

- (a) Reference to:
- (i) one gender includes the other genders;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes any company, partnership, joint venture, association, corporation, body corporate or Statutory Authority;
 - (iv) a party includes the party's executors, administrators, successors or permitted assigns as appropriate;
 - (v) statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them; and
 - (vi) a reference to an officer of an association or board or body that has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purposes.
- (b) Headings are for convenience only and do not affect the interpretation or form part of this Statement.
- (c) A party that is a trustee is bound both personally and in its capacity as a trustee.
- (d) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (e) If an act must be done on a specified day, which is not a business day, the act must be done instead on the next business day.
- (f) As far as possible all provisions of this Statement will be construed so as not to be invalid, illegal or unenforceable in any respect.
- (g) If any provision on its true interpretation is illegal, invalid or unenforceable, that provision will, as far as possible, be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and so as to give it a valid operation of a partial character.

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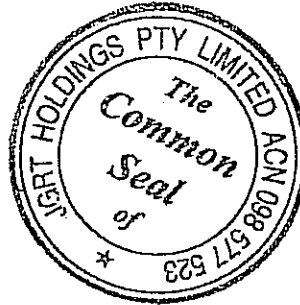
(h) If any provision or part of this Statement cannot be read down, that provision or part will be deemed to be void and severable and the remaining provisions of this Statement will not be affected or impaired.

Signatures, consents and approvals

Signed sealed and delivered on behalf of JGRT
PTY LIMITED in the presence of:

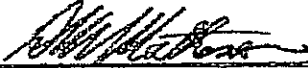

Secretary/Director
JOHN GOUBRAN
Print name


Director
RAYMON TOUMA
Print name

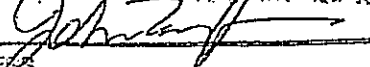


MORTGAGEES CONSENT

SIGNED SEALED AND DELIVERED
For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 009 579 570) by its
attorneys under power of
attorney registered No. 125
Book 4182


ATTORNEY David Malcolm Matheson
Print Name: Credit Administration Manager
Position Held:


ATTORNEY Ken Sue
Print Name: Credit Analyst
Position Held: Commercial Business Director


WITNESS
Print Name: JOAN TAYLOR

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**SCHEDULE 1
 LIST OF SHARED FACILITIES**

1. Fire Protection Services

Shared Facilities	Location
Sprinkler systems	Various throughout the Building
Hydrant pumps, pipes and hose reels	Various throughout the Building
Fire detection system	Various throughout the Building

2. Hydraulic Services

Shared Facilities	Location
Domestic water pressure system	Basement
Sub soil drainage and pump out system	Basement
Sewer pumpout system	Basement
Internal sewer lines	Various throughout Building

3. Gas Supply

Shared Facilities	Location
Gas meter room	Basement

4. Mechanical Services

Shared Facilities	Location
Garbage room exhaust	Loading bay on ground floor
Basement services room supply	Basement
Carpark ventilation	Basement and roof

5. Electrical Services

Shared Facilities	Location
Main switchboard	Basement

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6. Telecommunications

Shared Facilities	Location
Main distribution frame	Basement

7. Garbage/Waste

Shared Facilities	Location
Garbage Room	Ground floor

8. Stormwater

Shared Facilities	Location
Stormwater detention tanks	Basement
Stormwater system	Various throughout the Building

9. Building Façade

Shared Facilities	Location
All external walls of the Building.	As described

10. Basement Carparking Security

Shared Facilities	Location
The security access gate to the basement carpark and all passkeys or other method of access via the security gate.	As described

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11. Other

Shared Facilities	Location
Building Insurance	Not applicable
Strata Manager	Not applicable
Building Manager	Not applicable
Signage directory	Main entrance to Technopark and Basement and Ground floor
Cleaning	Throughout Technopark
Gardening/landscaping	Throughout Technopark
Security Guard	Not applicable
Garbage Collection	Not applicable

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**SCHEDULE 2
 SHARED COSTS FOR SHARED FACILITIES**

- 1 = Lot 1 Owner
- 2 = Lot 2 Owner

The percentages in this Schedule 2 are the proportions of the total cost due and payable by each Member (Shared Cost).

1. Fire Protection Services

Shared Facility	1	2	Method of allocation (See Schedule 3)
Sprinkler systems	60%	40%	F
Hydrant pumps pipes and hose reels	40%	60%	F
Fire detection system	50%	50%	F

2. Hydraulic Services

Shared Facility	1	2	Method of allocation (See Schedule 3)
Domestic water pressure system	40%	60%	F
Sub soil drainage and pump out system	40%	60%	F
Sewer pumpout system	40%	60%	F
Internal sewer lines	40%	60%	F

3. Gas Supply

Shared Facility	1	2	Method of allocation (See Schedule 3)
Gas meter room	-	-	A

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4. Mechanical services

Shared Facility	1	2	Method of allocation (See Schedule 3)
Garbage room exhaust	30%	70%	F
Basement services room supply	40%	60%	F
Carpark ventilation	40%	60%	F

5. Electrical Services

Shared Facility	1	2	Method of allocation (See Schedule 3)
Main switchboard	40%	60%	F

6. Telecommunications

Shared Facility	1	2	Method of allocation (See Schedule 3)
Main distribution frame	40%	60%	F

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7. Garbage Room

Shared Facility	1	2	Method of allocation (See Schedule 3)
Garbage Room	30%	70%	F

8. Stormwater

Shared Facility	1	2	Method of allocation (See Schedule 3)
Stormwater detention tank	40%	60%	F
Stormwater system	40%	60%	F

9. Building Facade

Shared Facility	1	2	Method of allocation (See Schedule 3)
Building Facade	30%	70%	F

10. Basement Carparking Security

Shared Facility	1	2	Method of allocation (See Schedule 3)
The security access gate to the basement carpark and all passkeys or other method of access via the security gate.	40%	60%	F

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11. Other

Shared Facility	1	2	Method of allocation (See Schedule 3)
Building Insurance.	40%	60%	F
Strata Manager	20%	80%	F
Building Manager	20%	80%	F
Signage directory	40%	60%	F
Cleaning	40%	60%	F
Gardening/landscaping	30%	70%	F
Security Guard	30%	70%	F
Garbage collection	30%	70%	F

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SCHEDULE 3
METHODS OF ALLOCATION

A	As per separate meter readings where separately metered. If not metered, the estimated proportion of the use and benefit of the Shared Facility by each Member.
B	The relative proportion of the total number of sprinkler heads in the Stratum Lot.
C	There is no method C used in this Statement.
D	The total number of car spaces in the Stratum Lot.
E	The total number of industrial units in the Stratum Lot.
F	The estimated proportion of the use and benefit of the Shared Facility by each Member.
G	The relative value of the Stratum Lot.
H	To be valued at the relevant time as cost will be dependent on who is connected to the service and the r

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REGISTERED  15.3.2005

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TERMS OF INSTRUMENT NOT
CHECKED IN L.P.I.

R. Tan

SP74480

Approved Form 27

By-Laws

Instrument setting out the terms of by-laws to be created upon registration of the strata plan

Please list the number and details of all by-laws intended to be created

Capitalised words and phrases are defined in the Dictionary at the end of these bylaws.

The model by-laws for industrial schemes No. 1 to 13 are adopted together with the following additional by-laws:

14 **Directory and other signage**

- 14.1 Owners and occupiers must not paint or otherwise treat or affix any advertisement or sign to a lot so as to be visible from outside a lot without the approval of the Executive Committee. This approval will not be withheld for advertisements or signs that are limited to one gloss print, 2m x 1m in dimension and affixed to no more than 2 glass panels either internally or externally.
- 14.2 Before the installation of any signage Owners or Occupiers must obtain any necessary consents from Council and provide a copy of the consent to the Executive Committee.
- 14.3 Owners or occupiers (as the case may be) are solely responsible for the cost of installation of the signage, proper maintenance of it and keeping it in a state of good repair and must promptly make good any damage to common property when the sign is removed.
- 14.4 Installation of signage is to be carried out in accordance with any approvals obtained under by-law 14.2 and in a proper and workmanlike manner and, where this is required by statute, by a licensed contractor who carries contractors all risk insurance and workers compensation insurance. If requested by the Executive Committee, the Owners must provide the Owners Corporation with evidence of the currency of such insurance.
- 14.5 Owners and Occupiers will comply with the reasonable requirements of the Executive Committee from time to time regarding the signage.
- 14.6 Each Owner must indemnify the owners for the time being of all other lots and the Owners Corporation against any claim or action arising from the rights granted under this by-law.

15 **Installation of Air-conditioning Plant and Communication Equipment**

- 15.1 Each Owner is entitled to exclusive use and enjoyment of that part of the common property approximate or adjacent to the building in Technopark of which the lot forms part for the keeping and use of Air Conditioning Plant and Communication Equipment installed at the date of registration of the strata plan.
- 15.2 Subject to by-law 15.4, if any Air Conditioning Plant is replaced and must be placed in a different location to the location as at the date of registration of the strata plan, that plant must be placed in the location specified by the Owners Corporation and the provisions of this by-law will apply to any replacement Air Conditioning Plan and to any common property on which it is located.



or costs claimed from or paid by the Owners Corporation and which were incurred by it in:

- (i) repairing any damage to common property, or
- (ii) making good any breach of the Act and any by-laws in the strata scheme, or
- (iii) abating any nuisance hazard from any lot or interference by any lot with the use of another lot or of the common property where any of these things were caused by the owner or occupier of a lot or that persons invitees.

18.2 Where the owners or occupiers of any lots are liable under this by-law to pay any money either to the Owners Corporation or directly to any other person for or towards the maintenance or repair of any item of common property then the money must be paid to the Owners Corporation or directly to that person.

19 Use of Lots

No owner or occupier of any lot in the strata scheme may use his lot for any of the following purposes:

- (a) panel beating workshop
- (b) motor vehicle repair workshop;
- (c) motor vehicle outboard motor mechanic;
- (d) auto-electrical workshop; or for
- (e) repairs to any motors including outboard and lawn mower motors.

20 Use of grease trap

20.1 The owner for the time being of Lot 25 has the right to connect to the grease trap located within the common property.

20.2 The right granted by this by-law is not exclusive to Lot 25. Use of the grease trap must be shared between any owners or occupiers of other lots as may from time to time require use of the grease trap in connection with the use of the relevant lot.

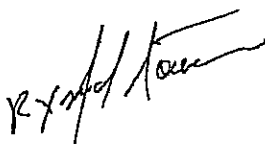
20.3 Any owner of a lot using the grease trap must share the cost of and obligation to clean and maintain the grease trap, in equal shares unless otherwise agreed among the relevant lot owners.

21 Use of exhaust duct

21.1 The owner for the time being of Lot 25 has the right to connect to the exhaust duct located within the common property.

21.2 The right granted by this by-law is not exclusive to Lot 25. Use of the exhaust duct must be shared between any owners or occupiers of other lots as may from time to time require use of the exhaust duct in connection with the use of the relevant lot.

21.3 Any owner of a lot using the exhaust duct must share the cost of and obligation to clean and maintain the exhaust duct, in equal shares unless otherwise agreed among the relevant lot owners.



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22 Exclusive Use of Corridor

While ever Lots 39, 40, 55 and 56 are in common ownership, the owner for the time being of the four Lots (Owner) is entitled to exclusive use and enjoyment of the common property:

- (a) corridor running between the lots; and
- (b) the stairway area adjacent to part Lot 25 on the ground level

both areas shown as hatched on the plan attached to these by-laws.

on the condition that the Owner at its own cost bears all responsibility for the maintenance and upkeep of the corridor. The Owner may close off the exclusive use area on Level 1 with a door, which must be removed at the cost of the Owner if ever the lots pass out of common ownership.

23 Intertenancy Walls – Lots 39 and 40

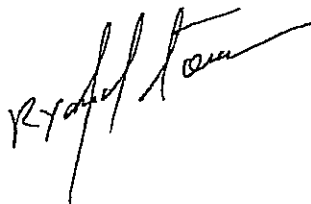
The Owner for the time being of lots 39 and 40 (Owner) is entitled to exclusive use and occupation of so much of the intertenancy walls as is necessary to cut an opening between those two lots to allow access to and from each lot for occupants and necessary machinery via the opening. The grant of exclusive use is on the following terms and conditions:

- (a) the Owner must not alter in any way the structural integrity of Building;
- (b) this by-law does not imply general consent and the Owner must obtain the consent of any relevant authority to the creation of the opening (if any such consent is required);
- (c) the Owner must reinstate the intertenancy wall to its original state and condition when the lots become separately occupied or are sold separately;
- (d) all works for creating any opening, making it good and maintenance are the sole cost of the Owner; and
- (e) if creation of the opening causes any cost increase to the Owners Corporation (such as increased insurance premiums), that cost must be borne solely by the Owner.

24 Intertenancy Walls – Lots 55 and 56

The Owner for the time being of lots 55 and 56 (Owner) is entitled to exclusive use and occupation of so much of the intertenancy walls as is necessary to cut an opening between those two lots to allow access to and from each lot for occupants and necessary machinery via the opening. The grant of exclusive use is on the following terms and conditions:

- (a) the Owner must not alter in any way the structural integrity of Building;
- (b) this by-law does not imply general consent and the Owner must obtain the consent of any relevant authority to the creation of the opening (if any such consent is required);
- (c) the Owner must reinstate the intertenancy wall to its original state and condition when the lots become separately occupied or are sold separately;
- (d) all works for creating any opening, making it good and maintenance are the sole cost of the Owner; and

 J. O'Connell

(e) if creation of the opening causes any cost increase to the Owners Corporation (such as increased insurance premiums), that cost must be borne solely by the Owner.

25 Lifts

The owners for the time being of the lots within any one particular building within Technopark have the exclusive use and enjoyment of any lift located within that building on the condition that they are solely responsible for the cost of proper maintenance of any lift and keeping any lift in a state of good repair.

DICTIONARY

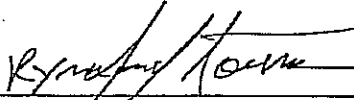
Air Conditioning Plant means air conditioning plant and equipment, including all wiring and ducting, servicing any Owner's lot.

Communication Equipment means such communication equipment as aerials, satellite dishes, CB radio equipment that is used and operated solely in connection with the business conducted.

Council means Willoughby City Council.

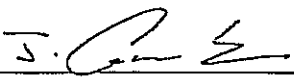
Technopark is the industrial unit complex constructed on the property known as 2A Herbert Street, St Leonards.

Signed sealed and delivered on behalf of JGRT HOLDINGS PTY LIMITED ACN 098 577 523 in the presence of:



Director
RAYMOND TOUMA

Print name



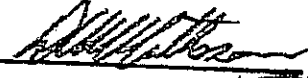
Secretary/Director
JOHN GOUBRAN

Print name

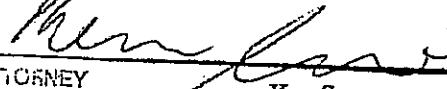


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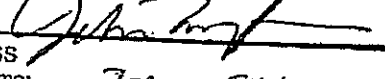
SIGNED SEALED AND DELIVERED
For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182



ATTORNEY
Print Name: David Malcolm Matheson
Position Held: Credit Administration Manager



ATTORNEY
Print Name: Ken Sue
Position Held: Credit Analyst
Commercial Property Division



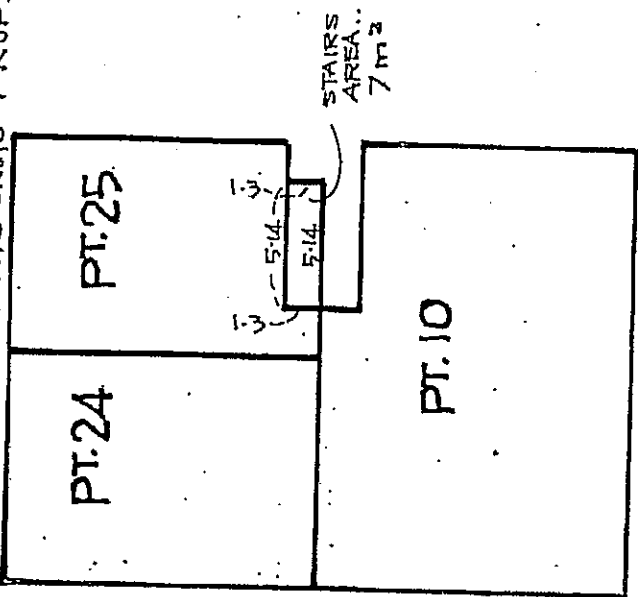
WITNESS
Print Name: JOHN TAYLOR

STRATA PLAN FORM 2

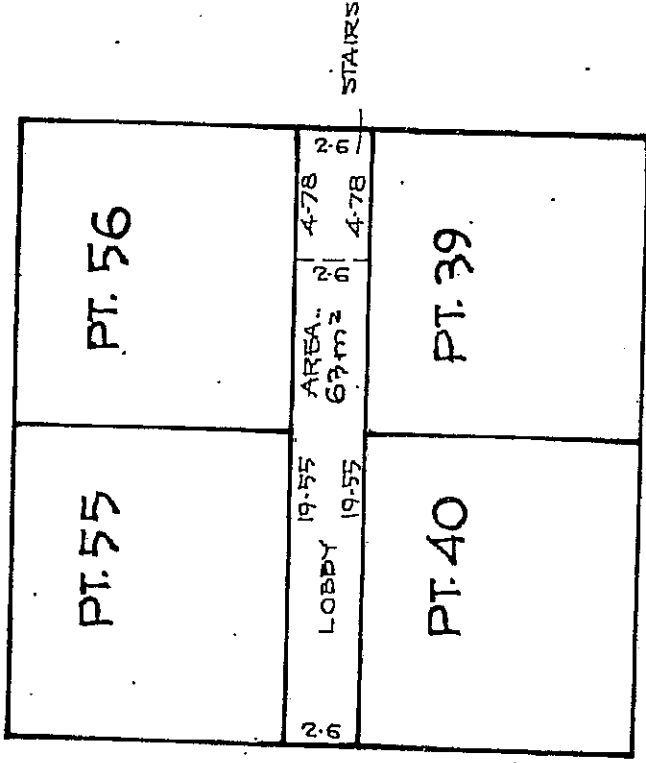
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. of Sheets

PLAN SHOWING AREAS OF PART OF THE COMMON PROPERTY IN S.F. FOR THE EXCLUSIVE USE OF LOTS 39, 40, 55 & 56 IN S.F. THIS USER REMAINS CURRENT ONLY IF LOTS 39, 40, 55 & 56 IN S.F. ARE OWNED BY THE SAME PROPRIETOR.



GROUND LEVEL



LEVEL 1

SP74480

REGISTERED & 15.3.2005

Reduction Ratio 1: 200

Lengths are in metres

PAUL KEEN
 Registered Surveyor

Authorised Person/General Manager/Accredited Cartifier

SURVEYOR'S REFERENCE: 12302 SL2

[Handwritten signature]



PLANNING CERTIFICATE ISSUED UNDER SECTION 149(2)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979

Certificate No: 26529
Receipt No: 1175150
Issue date: 08-Nov-2012
Customer Ref: 3025:8637

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Property Location: Unit 20/6 Herbert Street, ST LEONARDS NSW 2065.
Legal Description: LOT 20 SP 74480

Disclaimer

1. *The information provided in this certificate has been obtained from Council's records. The Council advises that:*
 - (a) *other authorities may hold information in respect of the property not contained in the Council's records;*
 - and*
 - (b) *the Council's records themselves may not be complete or accurate in respect of the property.*
2. *The instrument(s) referred to in this certificate may contain other important information in respect to the property. In order to understand the effects of the instrument(s) on the property, the Council advises that the whole of each instrument(s) should be read and considered. This certificate cannot be used as a substitute for reading the whole of the instrument(s) referred to in the certificate.*
3. *It may be appropriate or necessary to obtain legal or other expert advice in respect of the matters contained in the certificate or the instruments referred to in the certificate.*
4. *The Council cannot and will not accept any liability in respect of any error, inaccuracy, or omission in this certificate.*

NICK TOBIN
GENERAL MANAGER

(Computer printed copy – No signature required)

PLANNING CERTIFICATE ISSUED UNDER SECTION 149(2)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979

WILLOUGHBY
CITY COUNCIL

Certificate No: 26529
Receipt No: 1175150
Issue date: 08-Nov-2012
Customer Ref: 3025:8637

1. RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) Environmental Planning Instruments

As at the date of this certificate the above mentioned land is affected by the following environmental planning instruments:

Willoughby Local Environmental Plan 1995 - Effective date: 17 November 1995, as amended.

State Environmental Planning Policy No. 1 - Development Standards
State Environmental Planning Policy No. 4 - Development without Consent
State Environmental Planning Policy No. 6 - Number of Storeys in a Building
State Environmental Planning Policy No. 19 - Bushland in Urban Areas
State Environmental Planning Policy No. 21 - Caravan Parks
State Environmental Planning Policy No. 22 - Shops and Commercial Premises
State Environmental Planning Policy No. 30 - Intensive Agriculture
State Environmental Planning Policy No. 32 - Urban Consolidation (Redevelopment of Urban Land)
State Environmental Planning Policy No. 33 - Hazardous and Offensive Development
State Environmental Planning Policy No. 50 - Canal Estate Development
State Environmental Planning Policy No. 55 - Remediation of Land
State Environmental Planning Policy No. 62 - Sustainable Aquaculture
State Environmental Planning Policy No. 64 - Advertising and Signage
State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development
State Environmental Planning Policy No. 70 - Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Major Development) 2005
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Temporary Structures) 2007
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

(2) Proposed Environmental Planning Instruments

As at the date of this certificate the above mentioned land is affected by the following proposed environmental planning instruments:

Draft Willoughby Local Environmental Plan 2012

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(3) Development Control Plans

As at the date of this certificate the above mentioned land is affected by the following development control plans:

Development Control Plan 2005 - Sydney Foreshore and Waterways Area

[The plan applies to all development proposals within the foreshores and waterways area identified in SREP (Sydney Harbour Catchment) 2005 - (Refer to the Foreshores and Waterways Area Map)].
Willoughby Development Control Plan

2. ZONING AND LAND USE

(a) Zone Identity

Industrial Park (4c) - under Willoughby Local Environmental Plan 1995

IN2 Light Industrial – under Draft Willoughby Environmental Plan 2012

(b), (c), (d) (Development)

NOTE: You are advised that in addition to the matters set out above and shown in the extract from the instrument(s) attached, the instrument may make further provisions with respect to the purposes for which development may be carried out on the land without consent and with consent and the purposes for which development of the land is prohibited. Applicants are advised that they should read the whole of the instrument(s) in order to determine whether that instrument prohibits, restricts or otherwise relates to the development of the land. AN EXTRACT OF THE ZONING TABLE RELEVANT TO THE APPLICATION IS ATTACHED HERETO AND FORMS PART OF THIS CERTIFICATE.

(e) Development Standards applying to the land fixing minimum dimensions for the erection of a dwelling house?

No

(NB: the erection of a dwelling house on the land requires development consent to be obtained which will require assessment of the particular application under section 79C of the Act. The Council makes no representation that development consent will be granted to any application.)

(f) Critical Habitat

--

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- (g) (i) Conservation Area (Willoughby Local Environmental Plan 1995)
--
- (ii) Conservation Area (Draft Willoughby Local Environmental Plan 2012)
--
- (h) (i) Heritage Item (Willoughby Local Environmental Plan 1995)
--
- (ii) Heritage Item (Draft Willoughby Local Environmental Plan 2012)
--

3. COMPLYING DEVELOPMENT

NOTE: This certificate only addresses matters raised in Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 including the Complying Development Codes in Parts 3, 4 and 5 of that Policy and the Willoughby Local Environmental Plan 1995. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

(a) **General Housing Code**

Complying development under the General Housing Code may be carried out on the land.

(b) **Housing Internal Alterations Code**

Complying development under the Housing Internal Alterations Code may be carried out on the land.

(c) **General Commercial and Industrial Code**

Complying development under the General Commercial and Industrial Code may be carried out on the land.

(d) **Subdivision Code**

Complying development under the Subdivisions Code may be carried out on the land.

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(e) General Development Code

Complying development under the General Development Code may be carried out on this land.

(f) Demolition Code

Complying development under the Demolition Code may be carried out on the land.

4. COASTAL PROTECTION

The land is not affected by Section 38 or 39 of the Coastal Protection Act 1979, (as advised by the Department of Services, Technology and Administration).

4A. CERTAIN INFORMATION RELATING TO BEACHES AND COASTS

- (1) --
- (2) --
- (3) --

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS.

--

5. MINE SUBSIDENCE

The land is not within a proclaimed mine subsidence district under Section 15 of the Mine Subsidence Compensation Act, 1961.

6. ROAD WIDENING AND REALIGNMENT

The land is not affected by road widening or road realignment under:- 1) Division 2 of Part 3 of the Roads Act 1993; or 2) An Environmental Planning Instrument; or 3) A resolution of Council.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK

A public authority has not adopted a policy and notified that policy to Council (with the express purpose of inclusion within this certificate) to restrict development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).

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It is the Council's policy to consider previous land uses to determine whether land may be affected by contamination which restricts or prohibits the carrying out of development on the land. Depending on the previous uses of the land, the applicant may be required to investigate possible site contamination and/or carry out remediation as part of any proposed development and the development potential of the site may be restricted or prohibited. This is assessed by the Council on a case-by-case basis.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

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

NB. This response does not imply that development for particular purposes is permissible on the land. Development is permissible in accordance with the zoning and landuse as set out in Question 2. ZONING AND LANDUSE of this Certificate.

Council has adopted the 1% flood event as the standard for flood planning for both residential and non-residential uses. Flood related development controls are imposed on development following engineering assessment of sites and proposals based on existing studies, presence of drainage systems and flood studies which may be required from the Applicant. Council may also require properties above the 1% flood event to provide on-site detention to mitigate the impacts on the downstream floodplain. These standards can be found in the Willoughby Development Control Plan.

Council ascertains the 1% flood event by reference to drainage diagrams and to maps indicating the location of water bodies. Both the diagrams and maps are available for inspection at Council's offices during business hours. However, Council notes that the drainage diagrams and maps are not complete, and that Council may still impose flood related development controls as a result of investigations carried out on particular sites. For this reason, Council requires applicants to make their own investigations as to whether there are drainage pipes and water bodies on or affecting the subject property.

8. (i) LAND RESERVED FOR ACQUISITION (Willoughby Local Environmental Plan 1995)

The land is not affected by any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instruments which provides for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

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(ii) LAND RESERVED FOR ACQUISITION (Draft Willoughby Local Environmental Plan 2012)

The land is not affected by any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instruments which provides for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

9. CONTRIBUTION PLANS

Willoughby City Section 94A Development Contributions Plan 2011

9A. BIODIVERSITY CERTIFIED LAND

--

10. BIOBANKING AGREEMENTS

--

11. BUSH FIRE PRONE LAND

The land has not been identified as bush fire prone under the Rural Fires and Environmental Legislation Amendment Act 2002.

12. PROPERTY VEGETATION PLANS

--

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

--

14. DIRECTIONS UNDER PART 3A

--

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

--

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16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

--

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

--

In addition to the information provided above, the following information is provided in respect of the abovementioned land.

Under Clause 58 of Willoughby Local Environmental Plan 1995 the Council shall not consent to development in the vicinity of a heritage item or a conservation area unless it has assessed the effect of that development on the heritage significance of the heritage item or conservation area and their settings.

NOTES:

Hand written or typed items appearing on this certificate at the time of issue are to be read as forming part of this certificate.

**PLANNING CERTIFICATE ISSUED UNDER SECTION 149(2)
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In accordance with Section 149(5) and subject to Section 149(6) of the Environmental Planning and Assessment Act 1979, the following additional information is provided in respect of the abovementioned land:

The land is subject to the Willoughby Tree and Bushland Preservation Order. A person shall not poison, ringbark, cut down, remove, transplant, lop, prune, injure or wilfully destroy any tree or vegetation except with the consent of Council under this Order and in accordance with any conditions imposed as a condition of consent. This order applies to:

1. All trees that have the following dimensions:
 - a) a height exceeding 4 metres, or
 - b) a trunk girth (circumference) exceeding 600 millimetres measured at 1.2 metres above ground level, or
 - c) a crown spread exceeding 3 metres;
2. All trees, regardless of dimensions, listed as rare or threatened or a component of a Threatened Ecological Community or Critical Habitat listed under the Threatened Species Conservation Act 1995;
3. All trees, regardless of dimensions, listed as items under the Willoughby Natural Heritage Register;
4. All locally occurring native vegetation in Bushland.

Further information on the Willoughby Tree and Bushland Preservation Order, including exemptions listed in the Order, should be obtained from Council.

Council is unaware of whether the current use is in accordance with an approval which may have been issued. You are advised to rely on your own enquiries.

Registers of Planning Consents and Subdivision Approvals may be inspected at the Council offices for particulars relating to Development Consents/Subdivision Approvals which may have been issued for use or development of the land.

Council has not received notification from the Heritage Council of New South Wales that the property is subject to a Conservation Order or notice under the Heritage Act, 1977.

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EXTRACT FROM WILLOUGHBY LOCAL ENVIRONMENTAL PLAN 1995

DEVELOPMENT CONTROL TABLE

EXPLANATORY NOTE

In this Plan:

“complying development” means development that may be carried out with development consent, in the form of a complying development certificate, obtained from either Council or an Accredited Certifier. Development is only complying development if it is specified as being permissible within subclause (2)(b) of the development control table for the zone or is ancillary to an existing legal use and will be contained wholly within the property. It must also comply with the criteria and development standards specified in Schedule 5 to the Willoughby DCP.

INDUSTRIAL AREAS

General Objectives

- a) To identify and preserve core service industrial lands to meet the current and future needs of the City of Willoughby and the wider region, and
- b) To accommodate industrial development that produces a range of goods and services and provides employment, without adversely affecting the amenity, health or safety of nearby residents in adjacent areas, and
- c) To enable industrial development that does not pollute or adversely affect adjoining land, air or water, and
- d) To allow only those shops and services that serve the daily convenience needs of workers employed in the industrial area, and
- e) To protect the viability of business zones in the City of Willoughby by enabling development for the purposes of offices or showrooms only where they are ancillary to and used in conjunction with industrial, manufacturing, warehousing or other permitted uses on the same land, and

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- f) To accommodate uses that, because of demonstrated special building or site requirements or operational characteristics, cannot be or are inappropriate to be located in other zones, and

Note: Such requirements or characteristics may include the following:

- (i) commercial vehicle access,
 - (ii) loading bays and docks,
 - (iii) high floor to ceiling requirements for activities such as truck access, the storage of goods or the containment of machinery or equipment
 - (iv) requirements for special fittings and features (such as those required in laboratories and research facilities) that are not normally associated with an office use,
 - (v) requirements for open space storage or assembly or manufacturing space,
 - (vi) an employee to floor space ratio that is lower than that which would ordinarily be associated with an office use.
- g) To prohibit development if it is inappropriate in an industrial zone and can be located in established residential or business zones, such as residential and retail development and offices that are not ancillary to an industrial use, and
- h) To improve the environmental quality of the City of Willoughby by ensuring that industries conform to environmental and hazard reduction guidelines.

42A. ZONE 4(A) - GENERAL INDUSTRIAL ZONE

(1) Specific Objective

To accommodate a range of industrial development, other than extractive industries, offensive, hazardous or toxic industries or storage establishments.

(2) Development Within the Zone

- (a) Within the 4(a) General Industrial Zone, the following development may be carried out **without development consent**:

exempt development

- (b) Within the 4(a) General Industrial Zone, the following development, may only be carried out **with development consent**:

Demolition

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Development for the purpose of:

advertisements
banks
brothels
bulky goods salesrooms or showrooms to which the provisions of
Clause 44 apply
carparking station
car repair stations
child care centres
community facilities
council depots
drainage
dwellings used in conjunction with and attached to a building used for a
permitted industry or warehouse
film and television production facilities
hotels
industry including light industry
laboratories
motor showrooms
newsagencies
pharmacies or chemist shops
places of public worship
recreation areas
recreation facilities
repair centres
roads
service stations
take-away food shops including milk bars, hot food bars and
sandwich shops, but excluding drive-in take-away food shops
utility installations
warehouse
waste recycling and management centre

- (c) Within the 4(a) General Industrial Zone, all other development is prohibited.

42B. ZONE 4(B) - LIGHT INDUSTRIAL ZONE

(1) Specific Objective

To accommodate a variety of light industrial uses.

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(2) **Development Within the Zone**

- (a) Within the 4(b) Light Industrial Zone, the following development may be carried out **without development consent**:

exempt development

- (b) Within the 4(b) Light Industrial Zone, the following development may only be carried out **with development consent**:

Demolition

Development for the purpose of:

advertisements
banks
brothels
bulky goods salesrooms or showrooms to which the provisions of
Clause 44 apply
carparking
car repair stations
child care centres
community facilities
drainage
dwellings used in conjunction with and attached to a building used for a
permitted light industry or warehouse
film and television production facilities
laboratories
light industry
motor showrooms
newsagencies
pharmacies or chemist shops
places of public worship
recreation areas
recreation facilities
roads
service stations
take-away food shops including milk bars, hot food bars and
sandwich shops, but excluding drive-in take-away food shops
utility installations
veterinary hospitals
warehouses

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- (c) Within the 4(b) Light Industrial Zone, any other development is prohibited.

42C. ZONE 4(C) – INDUSTRIAL PARK ZONE

(1) Specific Objectives

- a) To accommodate a variety of light industrial and high technology uses that contribute to employment generation, provision of services, research and development enterprises and the economy of the City of Willoughby and the surrounding region.
- b) To create a park-like environment emphasising the integration of all structures and landscaped areas.
- c) To promote development that encourages public transport use and minimises private traffic generation.

(2) Development Within the Zone

- (a) Within the 4(c) Industrial Park Zone, the following development may be carried out **without development consent**:

exempt development

- (b) Within the 4(c) Industrial Park Zone, the following development may only be carried out **with development consent**:

Demolition

Development for the purpose of:

advertisements
banks
car repair stations
child care centres
community facilities
drainage
dwellings used in conjunction with and attached to a building
used for a permitted light industry, warehouse or high technology
industry
educational establishments, excluding schools and coaching colleges

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exhibition or conference centres
film and television production facilities
high technology industries
hotels
laboratories
light industries
motor showrooms
museums
newsagencies
pharmacies or chemist shops
places of public worship
recreation areas
recreation facilities
restaurants
roads
service stations
take-away food shops including milk bars, hot food bars and sandwich
shops, but excluding drive-in take-away food shops
utility installations
veterinary hospitals
warehouses
weekend markets

(c) Within the 4(c) Industrial Park Zone, any other development is prohibited.

44. BULKY GOODS

- (1) The Council may consent to development for the purpose of the sale of bulky goods from a building or site in or on which goods are stored, manufactured, displayed or processed only within:
- a) Zone 4(a), on land bounded by Herbert, Cleg and Frederick Streets and Reserve Road, Artarmon; or
 - b) Zone 4(b), on land in East Chatswood, except where there is direct frontage to any residential area (other than land along Eastern Valley Way).
- (2) The Council shall not consent to development referred to in subclause (1) unless it is satisfied that:

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- a) suitable land is not available for the proposed development in any nearby business centre; and
- b) the proposed development will not detrimentally affect the range of services offered by existing shops located in any nearby business centre; and
- c) such consent would not, by reason of the number of retail outlets which exist or are proposed within Zone 4(a) or 4(b), change the predominantly industrial nature of development or detrimentally affect existing or future industrial development within the relevant zone.

46B PROHIBITED DEVELOPMENT

Despite any other provision of this plan, development for the purpose of a child care centre is prohibited on Lot 1, DP 528955, Lot 1, DP 226278 and Lot 1, DP 1081652, Artarmon.

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EXTRACT FROM DRAFT WILLOUGHBY LOCAL ENVIRONMENTAL PLAN 2012
LAND USE TABLE

Zone IN1 General Industrial

1 Objectives of zone

- To provide a wide range of industrial and warehouse land uses.
- To encourage employment opportunities.
- To minimise any adverse effect of industry on other land uses.
- To support and protect industrial land for industrial uses.
- To identify and preserve industrial lands to meet the current and future general industrial needs of the City of Willoughby and the wider region.
- To accommodate industrial development that provides employment and a range of goods and services without adversely affecting the amenity, health or safety of nearby residents in adjacent areas.
- To allow neighbourhood shops that serve the daily convenience needs of workers employed in the industrial area.
- To protect the viability of business zones in the City of Willoughby by enabling development for the purposes of offices only where they are ancillary to and used in conjunction with industrial, manufacturing, warehousing or other permitted uses on the same land.
- To improve the environmental quality of the City of Willoughby by ensuring that land uses conform to land, air and water quality pollution standards, environmental sustainability and hazard reduction guidelines.
- To accommodate uses that because of demonstrated special building or site requirements or operational characteristics, cannot be or are inappropriate to be located in other zones.

2 Permitted without consent

Nil

3 Permitted with consent

Building identification signs; Business identification signs; Depots; Freight transport facilities; General Industries; Industrial training facilities; Light industries; Neighbourhood shops; Pubs; Roads; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

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Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Function centres; Health services facilities; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Information and education facilities; Marinas; Mooring pens; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Sewage treatment plants; Signage; Tourist and visitor accommodation; Veterinary hospitals; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies

Zone IN2 Light Industrial

1 Objectives of zone

- To provide a wide range of light industrial, warehouse and related land uses.
- To encourage employment opportunities and to support the viability of centres.
- To minimise any adverse effect of industry on other land uses.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
- To support and protect industrial land for industrial uses.
- To identify and preserve industrial lands to meet the current and future light industrial needs of Willoughby City and the wider region.
- To accommodate industrial development that provides employment and a range of goods and services without adversely affecting the amenity, health or safety of nearby residents in adjacent areas.
- To protect the viability of business zones in the City of Willoughby by enabling development for the purposes of offices only where they are used in conjunction with industrial, manufacturing, warehousing or other permitted uses on the same land.
- To improve the environmental quality of the City of Willoughby by ensuring that land uses conform to land, air and water quality pollution standards, environmental and hazard reduction guidelines.

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- To accommodate uses that because of demonstrated special building or site requirements or operational characteristics, cannot be or are inappropriate to be located in other zones.

2 Permitted without consent

Nil

3 Permitted with consent

Building identification signs; Business identification signs; Depots; Industrial training facilities; Light industries; Neighbourhood shops; Pubs; Roads; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Marinas; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Sewage treatment plants; Signage; Tourist and visitor accommodation; Transport depots; Truck depots; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies



BUILDING CERTIFICATE

(Issued under Section 149D of the Environmental Planning & Assessment Act 1979)

NO 2010/93

IDENTIFICATION OF BUILDING LOCATION

House No: UNIT 20/6 HERBERT STREET, ST LEONARDS NSW 2065.

PARTICULARS

Type of building: Industrial warehouse Whole/part* Part

Classification of Part: 7b

Floor area of part: Approx 104m² Date of inspection: 25 May 2011

Description of part (if applicable): Mezzanine floor with maximum live load capacity of 3kPa and associated stairs and partition walls.

Owner: Mr G M Hummel

DESCRIPTION OF LAND

LOT 20 SP 74480

Lease No and type of holding (if Crown land): -

Suburb: St Leonards County of Cumberland Parish of Willoughby

SCHEDULE

The following written information was used by the Council in deciding to issue this certificate.

1. Architectural plans numbered 1228-01, 02 and 03 prepared by Grahame C Bell and Associates Pty Ltd dated 5-6-2009.
2. Fire engineering report numbered FER-466 prepared by Fire Modelling and Computing dated February 2011.
3. Energy efficiency certificate prepared by Shan Gao of Blue Robin Technologies.
4. Waterproofing certificate prepared by GMH Building Consultants dated 2 November 2010.
5. Timber framing certificate prepared by GHM Building Consultants dated 2 April 2010.
6. Structural engineers certificate prepared by Lee JIng Consulting Pty Ltd dated 9 April 2010.
7. Report of inspection prepared by Fire Modelling and Computing dated 13 May 2011.
8. Final fire safety certificate prepared by Shan Gao dated 2 June 2011.
9. Disabled access consultants report prepared by Wayne Boyle.

Dated this 1st day of March 2012

Fees Paid: \$445.00

Receipt Number: 915078

Applicant Mr G M Hummel
Address 32 Fullers Rd
 CHATSWOOD NSW 2067

Nick Tobin
GENERAL MANAGER
Per:

BUILDING CERTIFICATE
Environmental Planning & Assessment Act 1979

Section 149D

The Council of the City of Willoughby certifies that, in relation to the building or part identified on Page 1:

- (a) there is no matter discernible by the exercise of reasonable care and skill that would entitle the council, under this Act or the Local Government Act 1993;
 - i) to order the building to be demolished, altered, added to or rebuilt, or
 - ii) to take proceedings for an order or injunction requiring the building to be demolished, altered, added to or rebuilt, or
 - iii) to take proceedings in relation to any encroachment by the building onto land vested in or under the control of the council, or
- (b) there is such a matter but, in the circumstances, the council does not propose to make any such order or take any such proceedings.

Section 149E

This certificate operates to prevent the council:

- (a) from making an order (or taking proceedings for the making of an order or injunction) under this Act or the Local Government Act 1993 requiring the building to be repaired, demolished, altered, added to or rebuilt, and
- (b) from taking proceedings in relation to any encroachment by the building onto land vested in or under the control of the council, in relation to matters existing or occurring before the date of issue of the certificate.

This certificate operates to prevent the council, for a period of seven (7) years from the date of issue of this certificate:

- (a) from making an order (or taking proceedings for the making of an order or injunction) under this Act or the Local Government Act 1993 requiring the building to be repaired, demolished, altered, added to or rebuilt, and
- (b) from taking proceedings in relation to any encroachment by the building onto land vested in or under the control of the council,

in relation to matters arising only from the deterioration of the building as a result solely of fair wear and tear.

This certificate does not prevent the council:

- (a) from making order No 6 in the Table to section 121B, or
- (b) from taking proceedings against any person under section 125 with respect to that person's failure:
 - i) to obtain a development consent with respect to the erection or use of the building, or
 - ii) to comply with the conditions of a development consent.

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Glenn Max Hummel
Purchaser:
Property: 20/6 Herbert Street, St Leonards 2065
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
 2. Is anyone in adverse possession of the property or any part of it?
 3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) Please provide details of outgoing or contributions to outgoing payable and the manner in which they have been calculated (e.g. base year figures).
 - (f) All rent and outgoing or contributions to outgoing should be paid up to or beyond the date of completion.
 - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
 - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
 - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
 - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
 - (k) Are there any sub-leases? If so, copies should be provided.
 - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
 4. Is any tenancy subject to the *Retail Leases Act 1994*?
If so:
 - (a) complete copies of the disclosure statements as required by that Act should be provided;
 - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
 - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
 - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
 - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
 5. Is any part of their property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
 6. If any tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.
- Title**
7. On completion the vendor should be registered as proprietor in fee simple of the property free from all caveats and encumbrances whether statutory or otherwise and recorded as the owner of the property on the strata roll, free from all other interests.
 8. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
 9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
 10. When and where may the title documents be inspected?
 11. Are any fixtures, fittings or goods included in the sale subject to:
 - (a) any interest by way of mortgage charge, trust or power; or
 - (b) any right of removal in favour of a third party?If so, details must be given and any indebtedness or restriction or right discharged or removed prior to completion or title transferred unencumbered to the vendor prior to completion.

12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the property must be provided.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922*, *Access to Neighbouring Land Act (2000)*, Section 88K of the *Conveyancing Act 1919*, Section 40 of the *Land & Environment Court Act 1979* or are there circumstances which would give rise to a notice or application under those Acts in respect of the property. If the answer is yes, please provide full details.

Rates and taxes

14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the property must be paid up to the date of completion and receipts produced.
15. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
- (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

16. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
17. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
18. In respect of the property and the common property:
- (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 6 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
19. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
 - (b) flooding or dampness?
 - (c) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?
 - (d) asbestos, fibreglass or other material injurious to health having been used in the construction of the property?
- If so, please provide full details.

20. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

21. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?

- 22.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991*?
23. Are any rainwater downpipes connected to the sewer?

Affectations, notices and claims

24. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?

- (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
- (iii) any latent defects in them such as underground pipes or structures?
- (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any charge or liability including liability for remediation of the property, or proceedings under the *Contaminated Land Management Act 1997* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?
- (e) If the answer to any part of 24(d) is yes, please:
 - (i) provide full details;
 - (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (iii) provide full details regarding the extent of any non-compliance.

Owners corporation management

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

Capacity

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

Warranties and service contracts

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

Requisitions and transfer

- 32. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 33. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 34. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

Completion

- 35. Please confirm that on completion you will hand to us:
 - (a) a discharge of any mortgage and withdrawal of any caveat and the appropriate Section 118 Notice;
 - (b) the Certificate of Title Folio Identifier;
 - (c) Transfer executed by the vendor and Section 118 Notice;
 - (d) the vendor's copies of all leases and disclosure statements;
 - (e) notices of attornment;
 - (f) all keys in the possession of the vendor;
 - (g) original of any Building Certificate;
 - (h) original of any Survey Report;
 - (i) original occupation certificate;
 - (j) instruction manuals and warranties for any plant belonging to the vendor;
 - (k) any third party guarantees together with appropriate assignments;
 - (l) any documents required for the purchaser to have benefit of any bonds;
 - (m) tax invoice;
 - (n) depreciation schedule;
 - (o) any documents required for the purchaser to have good title to any fixtures, fittings or goods;
 - (p) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external)
- 36. The purchaser reserves the right to make further requisitions prior to completion.
- 37. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.