

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent **WITHOUT THE INTERVENTION OF AN AGENT**

Co-agent

Vendor **Horst Schuerger and Ingrid Barbel Schuerger Schuerger Unit Trust ABN 16 603 362 854
Unit 2/7 Jubilee Avenue, Warriewood, NSW 2102**

Vendor's Solicitor **Lawmark Solicitors & Notaries
Suite 2310, 4 Daydream Street, Warriewood NSW 2102** Phone: **9979 7321**
Fax: **9979 7324**
Ref: **DB:2097**

Completion date **42nd day after the date of this contract (clause 15)**

Land **21/1-3 Jubilee Street, Warriewood, New South Wales 2102**
(Address, plan details and title reference) **Registered Plan: Lot 21 Plan SP 35701
Folio Identifier 21/SP35701**

Improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace none
 other: Light Industrial Unit with Mezzanine

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 **Perini Maloney Regan Pty Ltd (A.C.N. 157 795 698)
Unit 21/1-3 Jubilee Street, Warriewood, NSW 2102**

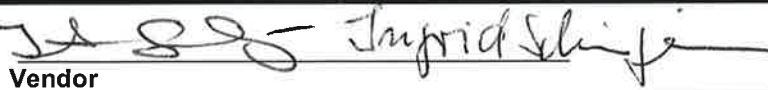
Purchaser's solicitor **E & A Lawyers
Suite 9/20 Bungan Street, Mona Vale, NSW 2103
PO Box 320, Mona Vale NSW 1660** Phone: **(02) 9997 2111**
Fax: **(02) 9997 1521**
Ref: **Christopher Alfonso MARTIN**

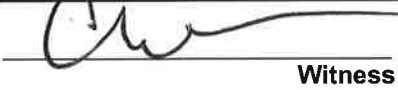
Price **\$620,000.00**

Deposit **\$62,000.00** (10% of the price, unless otherwise stated)

Balance **\$558,000.00**

Contract date **7 JUNE 2016** (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 –
Northside Strata & Property Management Pty Ltd ACN
PO Box 1421, MONA VALE NSW 1660 Phone: 84079314

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 1992)
- 18 lease (with every relevant memorandum or variation)
- 19 other document relevant to tenancies
- 20 old 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.

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **21/1-3 Jubilee Street, Warriewood**, from **Horst Schuerger and Ingrid Barbel Schuerger Schuerger Unit Trust** to **IntoPrint Pty Ltd ACN 102 487 016** in order that there is no cooling off period in relation to that contract;
3. I do not act for **Horst Schuerger and Ingrid Barbel Schuerger Schuerger Unit Trust** and am not employed in the legal practice of a solicitor acting for **Horst Schuerger and Ingrid Barbel Schuerger Schuerger Unit Trust** nor am I a member or employee of a firm of which a solicitor acting for **Horst Schuerger and Ingrid Barbel Schuerger Schuerger Unit Trust** is a member or employee; and
4. I have explained to **IntoPrint Pty Ltd ACN 102 487 016**:
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

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.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
- 5.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for -
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern -
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 If the purchaser is not registered by the completion date, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows:
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply -
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of -
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

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 -

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion -

- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion -

- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -

- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right -

- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

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

- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is -

- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -

- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of 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.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

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*.

- 28.3 If the plan is not registered *within* that time and in that manner -
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening -
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal;
 29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -
 • either *party serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision;
 • the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening -
 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 29.8.3 the completion date becomes the later of the completion date and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

Special conditions

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

BETWEEN

Horst Schuerger and Ingrid Barbel Schuerger Schuerger Unit Trust
(Vendor)

And

IntoPrint Pty Ltd ACN 102 487 016
(Purchaser)

- 1. Notwithstanding any other provision in the Contract to the contrary:-**
 - 1.1 Clause 7.1.1 replace '5%' with '1%'.
 - 1.2 Clause 8.1 was amended by deleting the words 'on reasonable grounds'.
 - 1.3 Clause 16.5 was amended by deleting the words 'plus another 20% of that fee'.
 - ~~1.4 Clause 16.8 replace '\$10' with '\$5'.~~

- 2. Notice to complete**

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

- 3. Death or incapacity**

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

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

5. Late completion

The Purchaser acknowledges that in the event that this Contract for Sale shall not be completed within the time specified for completion herein, then the Purchaser shall in addition to the purchase price and any other monies payable in accordance with the terms of the agreement, pay to the Vendor interest calculated at the rate of ~~10~~⁸% per annum on so much of the balance of the purchase price as shall remain outstanding. Such interest shall be paid up to and including the date of completion and shall be calculated from the day upon which completion should have been effected. The Purchaser acknowledges that the interest rate stated above represents a reasonable assessment of the damages which would be suffered by the Vendor in the event of the Purchaser's failure to complete on time. Any interest payable pursuant to this clause shall be paid upon completion and the payment of interest shall be an essential term of this agreement. This clause shall not apply in the event of any delay in settlement being due to the fault of the Vendor.

6. Agent

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

7. Smoke alarms

The property has smoke alarms installed.

8. Swimming pool

The property does not have a swimming pool.

9. Deposit

Notwithstanding anything to the contrary contained elsewhere within this Contract, the Vendors agree to accept payment of the deposit by instalments as follows:-

- (a) as to the sum of \$ _____ on the date of this contract/prior to the expiry of the Cooling off Period;
- (b) as to the balance of \$ _____ on the earlier of the two dates being the date of completion or the date upon which the Vendors issue a Notice of Termination of Contract as a result of any breach of the terms and conditions of the Contract by the Purchasers.
- (c) the Purchaser agrees that the amount referred to in (b) shall not be construed in any way as a penalty.

If the Purchaser fails to pay the sum on demand by the Vendor, the Vendor may recover the balance of deposit from the Purchaser as a debt. This clause shall not merge on completion.

10. Release of Deposit

The Purchaser agrees to release to the Vendor the whole or part of the deposit provided that it is used for the purpose of payment of a deposit on the purchase of another property or properties by the Vendor or the payment of stamp duty thereof.

11. Requisitions on Title

- (a) Annexed hereto are Requisitions on Title;
- (b) Notwithstanding the provision of Clause 5 of this Contract, the Vendor shall not be required or obliged to answer any other Requisitions on Title other than the requisitions referred to herein and the Purchaser agrees not to forward any other form of Requisitions on Title or make any further requisitions (unless such further requisitions arise from the answers given by the Vendor to the requisitions referred to herein).

12. Transfer

If the Transfer is submitted to the Vendor without being stamped for duty and is subsequently required to be stamped at an OSR Client Service Provider at the settlement venue, then the Vendor is entitled to charge a fee of \$82.50 (inc GST) to reimburse the Vendor's agent for the protracted time involved in settlement.

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
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 outgoings or contributions to outgoings payable and the manner in which they have been calculated (e.g. base year figures).
 - (f) All rent and outgoings or contributions to outgoings 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.

Land and Property Information Division

ABN: 84 104 377 806

GPO BOX 15

Sydney NSW 2001

DX 17 SYDNEY

Telephone: 1300 052 637



Land & Property Information

A division of the Department of Finance & Services

TITLE SEARCH

Title Reference: 21/SP35701

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 21/SP35701

SEARCH DATE	TIME	EDITION NO	DATE
20/1/2016	5:23 PM	9	29/1/2009

LAND

LOT 21 IN STRATA PLAN 35701
AT WARRIEWOOD
LOCAL GOVERNMENT AREA PITTWATER

FIRST SCHEDULE

HORST SCHUERGER
INGRID BARBEL SCHUERGER
AS JOINT TENANTS (T Y732930)

SECOND SCHEDULE (3 NOTIFICATIONS)

- INTERESTS RECORDED ON REGISTER FOLIO CP/SP35701
- 5763560 MORTGAGE TO NATIONAL MUTUAL TRUSTEES LIMITED
6559514 TRANSFER OF MORTGAGE 5763560 MORTGAGEE NOW
PERPETUAL TRUSTEE COMPANY LIMITED
AA476436 VARIATION OF MORTGAGE 5763560
AB331617 VARIATION OF MORTGAGE 5763560
- AE359519 LEASE TO INTOPRINT PTY LTD OF 21/1-3 JUBILEE AVENUE,
WARRIEWOOD. EXPIRES: 27/7/2010.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 20/1/2016

* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.
WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP35701

SEARCH DATE	TIME	EDITION NO	DATE
4/2/2016	4:07 PM	6	23/6/2015

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 35701
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WARRIEWOOD
LOCAL GOVERNMENT AREA PITTWATER
PARISH OF NARRABEEN COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 2 SP35701

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 35701
ADDRESS FOR SERVICE OF NOTICES:
NORTH SHORE BUSINESS PARK
1-3 JUBILEE AVENUE
WARRIEWOOD 2102

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 Y923595 CHANGE OF BY-LAWS
- 3 AG856233 CHANGE OF BY-LAWS
- 4 AI243346 CHANGE OF BY-LAWS
- 5 AJ594454 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 35701

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 52	2	- 26	3	- 26	4	- 26
5	- 26	6	- 26	7	- 26	8	- 26
9	- 26	10	- 26	11	- 26	12	- 26
13	- 26	14	- 26	15	- 26	16	- 68
17	- 20	18	- 20	19	- 48	20	- 24
21	- 24	22	- 24	23	- 24	24	- 37
25	- 14	26	- 24	27	- 24	28	- 24
29	- 24	30	- 24	31	- 24	32	- 24
33	- 24	34	- 53	35	- 36		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



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

COUNCIL'S CERTIFICATE

The Council of the **Warrinгах** Shire (hereinafter referred to as the Council) has resolved to issue this certificate in accordance with the requirements for the registration of plans under the **Strata Titles Act, 1928** (hereinafter referred to as the Act) and the **Strata Titles Regulations, 1929** (hereinafter referred to as the Regulations) and the alignment of the plan with the **Strata Titles Act, 1928** and the **Strata Titles Regulations, 1929**.

The approved plan is a **Strata Plan** that falls within the scope of the Act and the Regulations. The plan is a **Strata Plan** and is registered under the Act and the Regulations. The plan is a **Strata Plan** and is registered under the Act and the Regulations. The plan is a **Strata Plan** and is registered under the Act and the Regulations.

SURVEYOR'S CERTIFICATE

PAUL JOHN ROWLANDSON
GRAIG & RHODES, 11 BRIDGE ST, EPPING, 2121.
 a surveyor registered under the Surveyors Act, 1928, hereby certifies that:

- (1) any wall, the lower surface of any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;
- (2) any flag or ceiling, any upper or under surface or any part of any floor, or any other part of a proposed lot, exists;
- (3) any wall, floor, ceiling or structural column, beam or other part of any building containing proposed lots erected on the land shown on the accompanying floor plan and which proposed lot is shown on the accompanying floor plan are wholly within the boundaries of the proposed lots as shown on the accompanying floor plan;
- (4) any building containing proposed lots erected on the land shown on the accompanying floor plan and which proposed lot is shown on the accompanying floor plan are wholly within the boundaries of the proposed lots as shown on the accompanying floor plan.

This is sheet 1 of my Plan in sheets.

SUBDIVISION OF
PLAN OF LOT 100 D.P. 776538

City : WARRINGAH
Locality : WARRIEWOOD

Parish : NARRABEEN
County : CUMBERLAND

Reduction Ratio 1: —

Lengths are in metres

Name of, and *address for service of notices on, the body corporate
 *Address required on original strata plan only.

THE PROPRIETORS
STRATA PLAN NO 35701
NORTH SHORE BUSINESS PARK
1-3 JUBILEE AVENUE
WARRIEWOOD, 2102

STRATA PLAN 35701

Registered : **27.10.1989**

C.A. : **NO 1256/89 OF 19.10.1989**

Purpose : **STRATA PLAN**

Ref. Map : **U1867 - 62***

Last Plan : **DP 776538**

Signatures, seals and statements of intention to create easements or restrictions as to user.

Paul Johnson
 Director

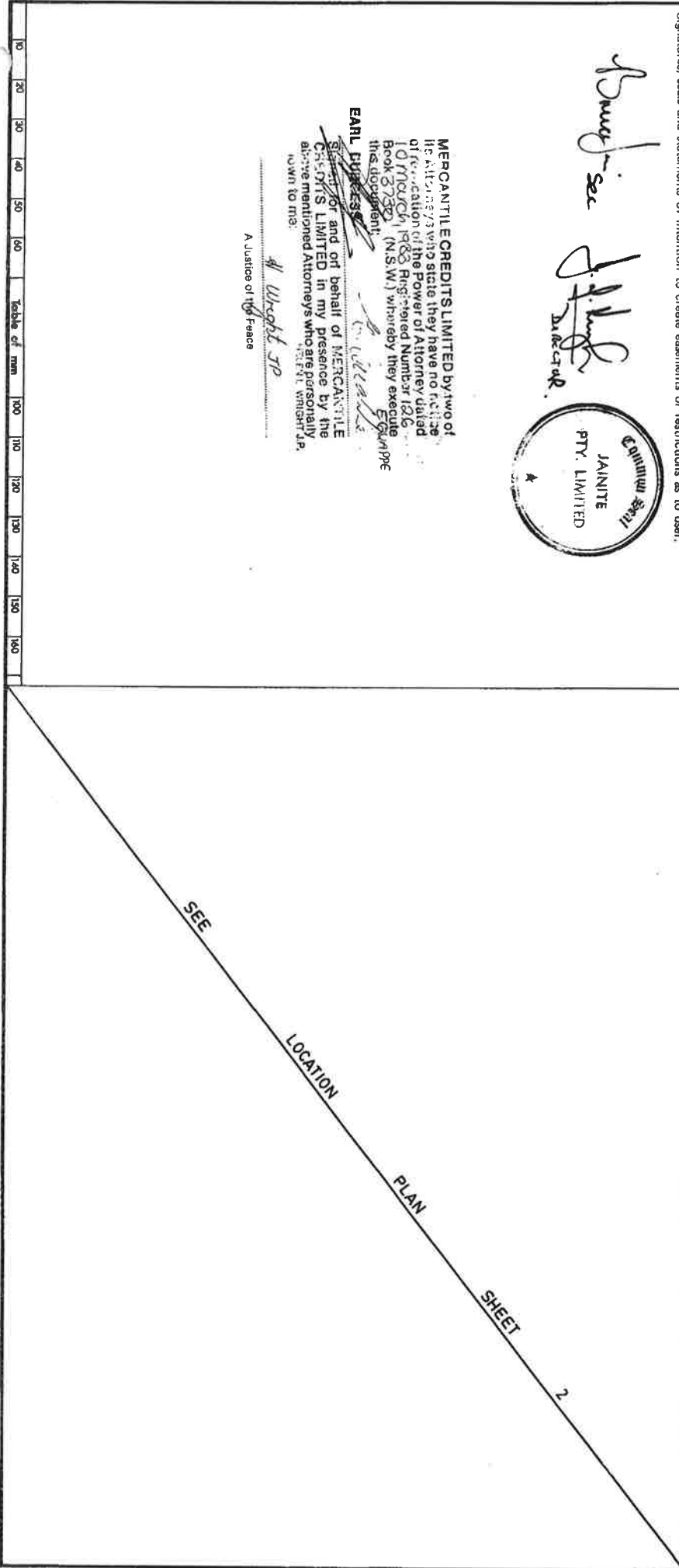
Janite Pty Limited
 Director

Janite Pty Limited

MERCANTILE CREDITS LIMITED by two of its Attorneys who state they have no objection of revocation of the Power of Attorney dated 10 March 1988 Registered Number 1216 Book 3732 (N.S.W.) whereby they execute this document.

EARL BURGESS
 Solicitor and of behalf of MERCANTILE CREDITS LIMITED in my presence by the above mentioned Attorneys who are personally known to me.

Earl Burgess
 A Justice of the Peace



SURVEYOR'S REFERENCE: 266/87

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

NO 35701

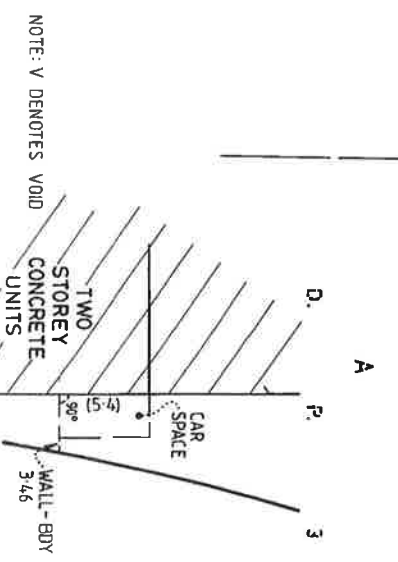
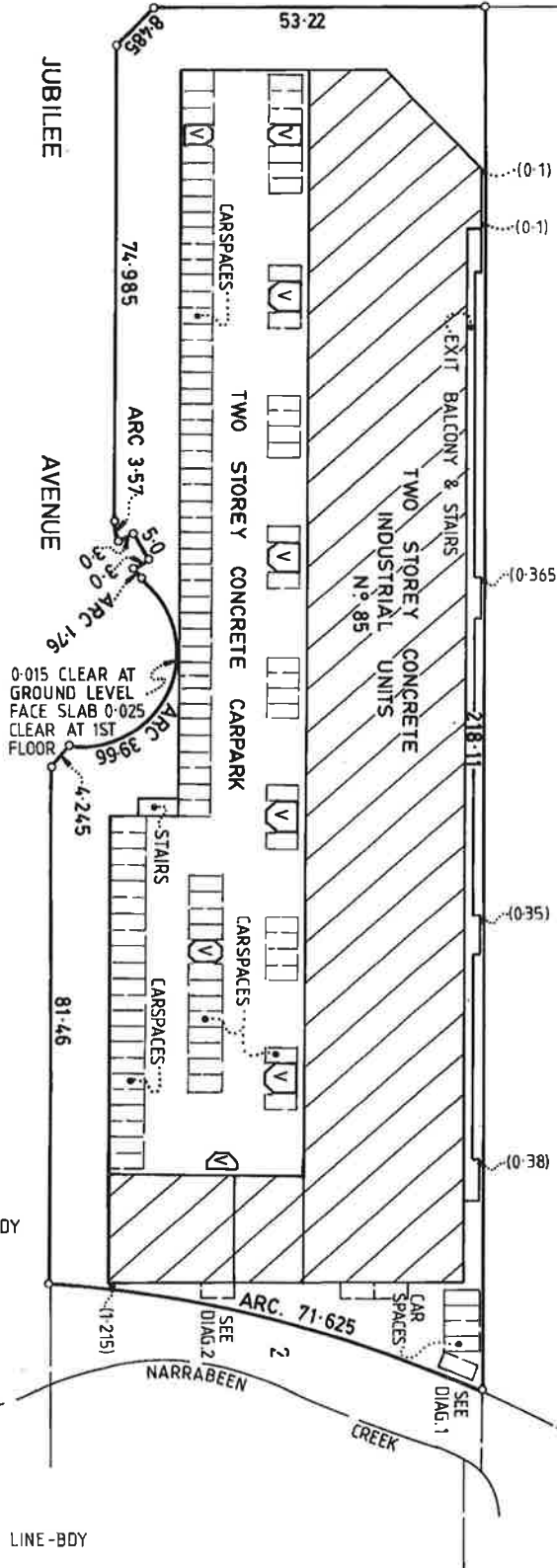
STRATA PLAN 35701

DAYDREAM AVENUE

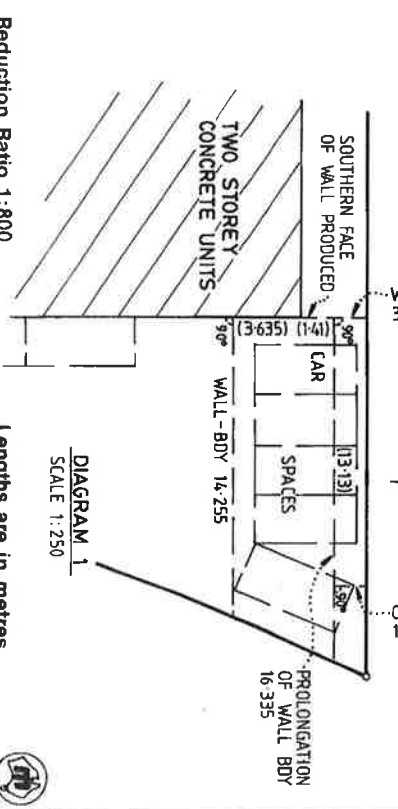
JUBILEE AVENUE

JUBILEE AVENUE

D. P. 7 9 2 3 9 3



LOCATION PLAN



Reduction Ratio 1:800

Lengths are in metres

Registered Surveyor

Hall

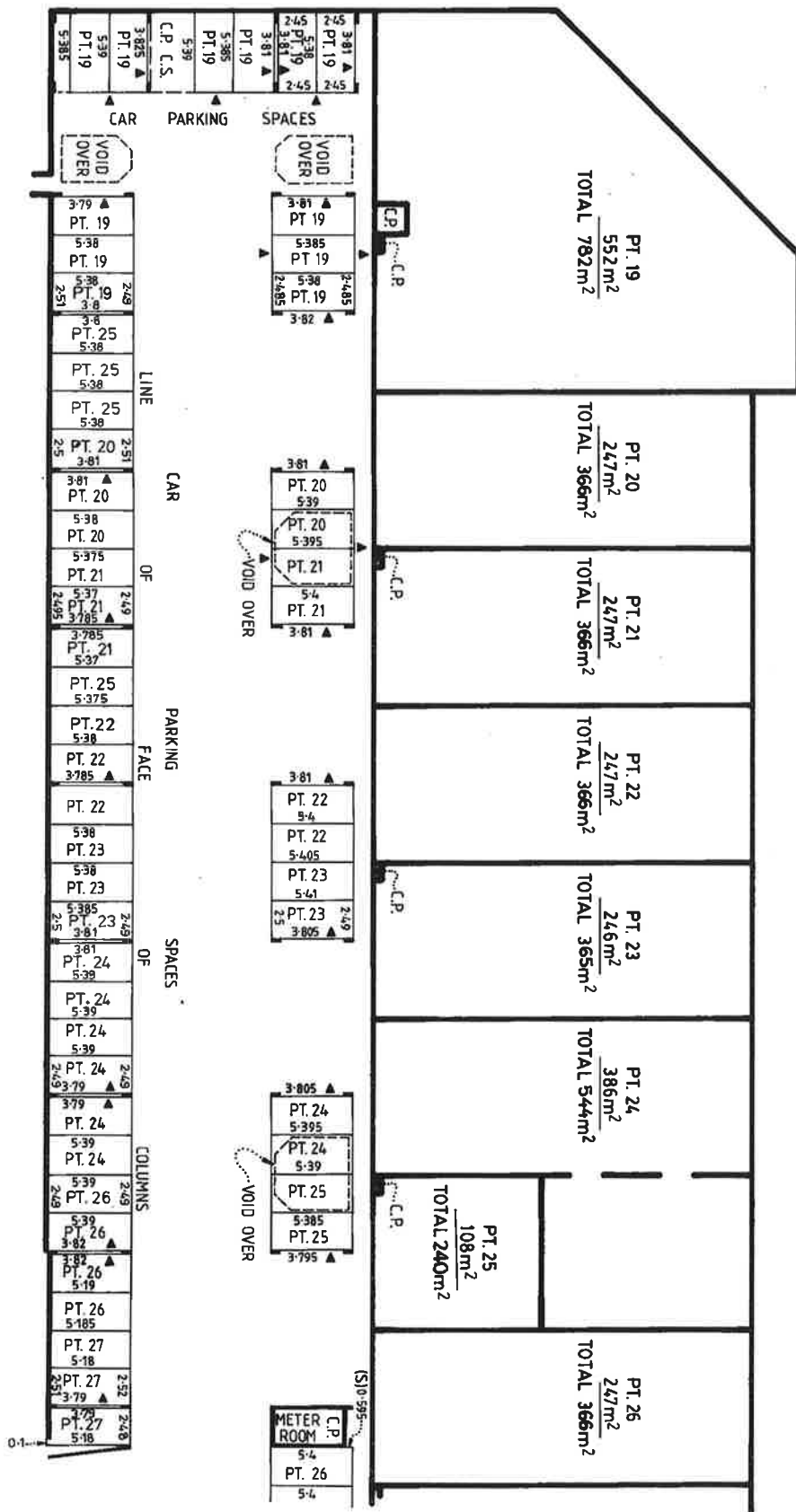
Council Clerk

F New Thomson





STRATA PLAN 35701



SHEET 4

ADJOINS

NOTES : 1. ALL AREAS ARE APPROXIMATE ONLY

2. C.P. DENOTES COMMON PROPERTY
3. C.S. DENOTES CAR SPACE
4. EXCEPT WHERE COVERED, CAR SPACES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS.
5. S DENOTES STAIRS

6. ALL CAR PARKING SPACES HAVE A WIDTH OF 2.5 AND AN AREA OF 13m² EXCEPT WHERE SHOWN OTHERWISE.

7. ▲ DENOTES LINE OF FACE OF COLUMNS.
- 8.(A) DENOTES SOUTHERN FACE OF WALL PRODUCED.

GROUND FLOOR

Reduction Ratio 1:300

Lengths are in metres

Registered Surveyor

Phillip

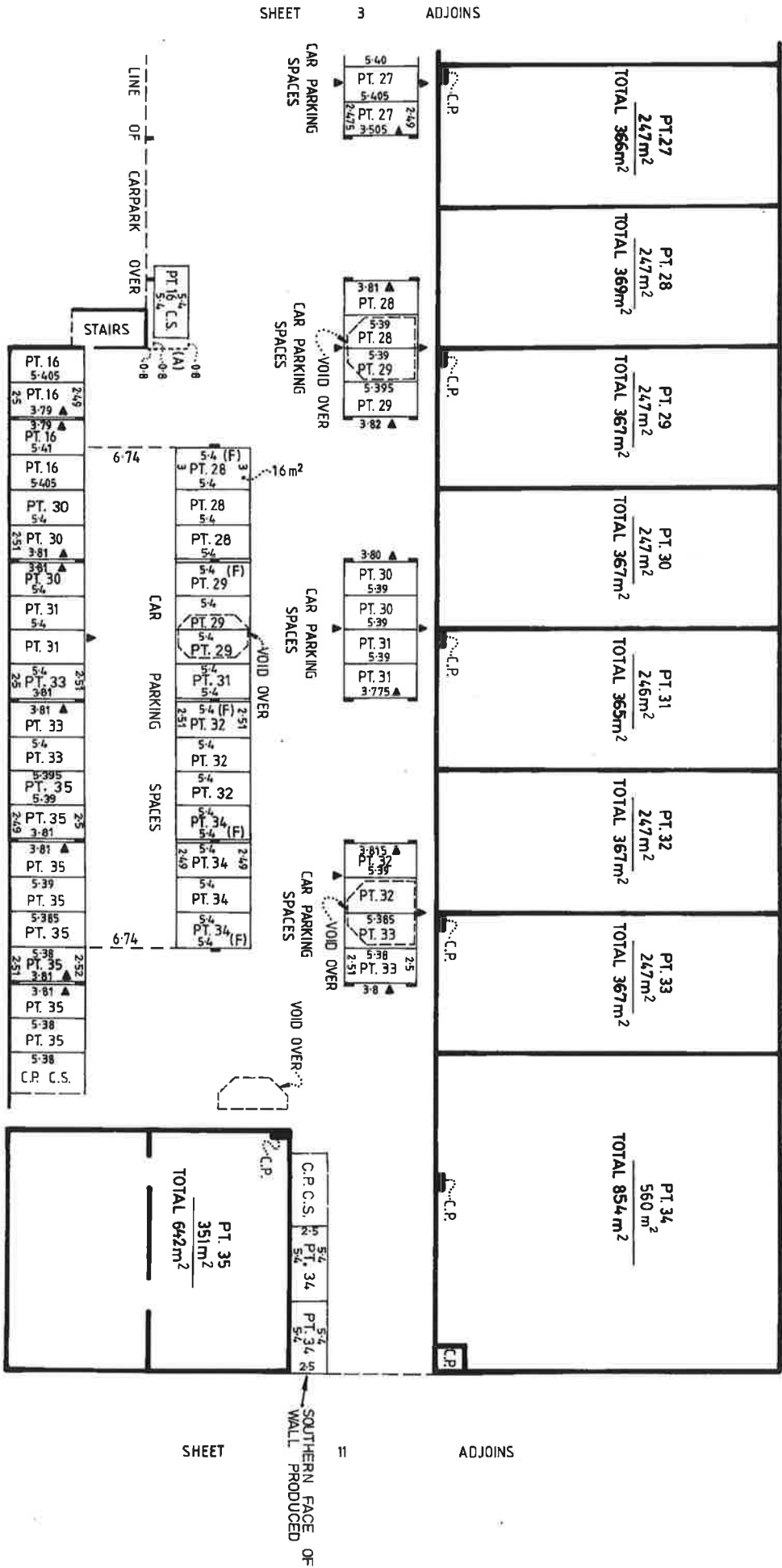
Council Clerk

John Morrison

SURVEYOR'S REFERENCE: 266/87



STRATA PLAN 35701



SHEET 3 ADJOINS

SHEET 11 ADJOINS

NOTES: 1. ALL AREAS ARE APPROXIMATE ONLY

2. C.P. DENOTES COMMON PROPERTY

3. C.S. DENOTES CAR SPACE

4. EXCEPT WHERE COVERED CAR SPACES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS

5. S DENOTES STAIRS

6. ALL CAR PARKING SPACES HAVE A WIDTH OF 2.5 AND AN AREA OF 13m² EXCEPT WHERE SHOWN OTHERWISE

GROUND FLOOR

CAR PARKING SPACES

Reduction Ratio 1:300

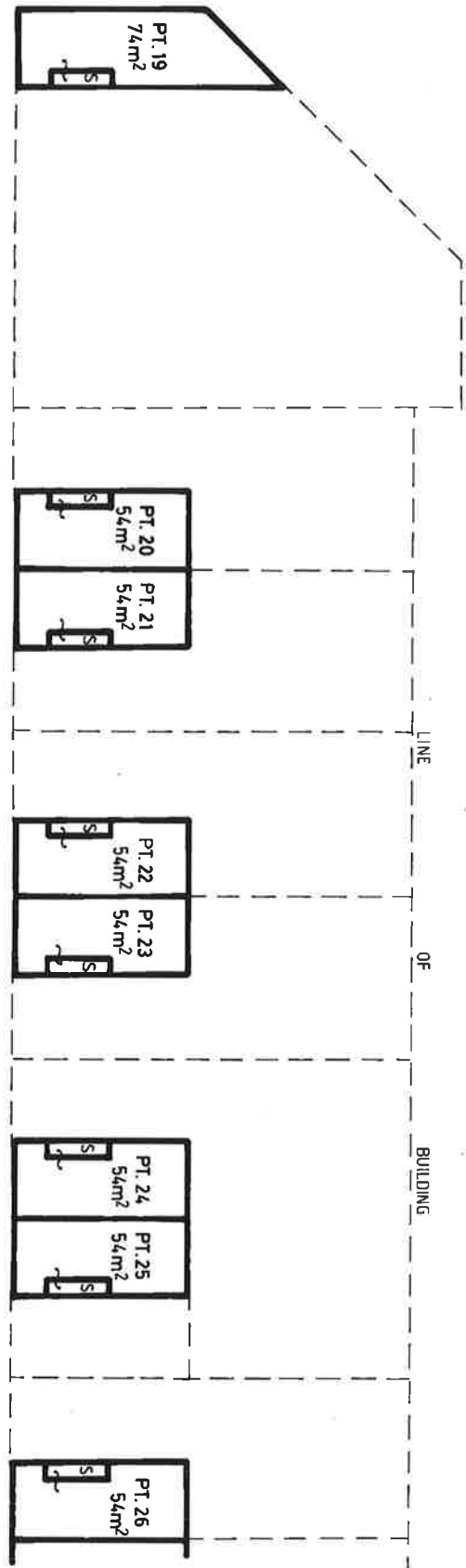
Lengths are in metres

- 7. ▲ DENOTES LINE OF FACE OF COLUMNS
- 8. (F) DENOTES FACE OF COLUMN
- 9. (A) DENOTES SOUTHERN FACE OF LOW CONCRETE WALL PRODUCED

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



STRATA PLAN 35701



GROUND FLOOR MEZZANINE

- NOTES: 1. ALL AREAS ARE APPROXIMATE ONLY
2. S DENOTES STAIRS

SHEET 6 ADJOINS

Reduction Ratio 1:300

Lengths are in metres

P. Powell
Registered Surveyor

F. van Nieuwen
Council Clerk

SURVEYOR'S REFERENCE: 266187

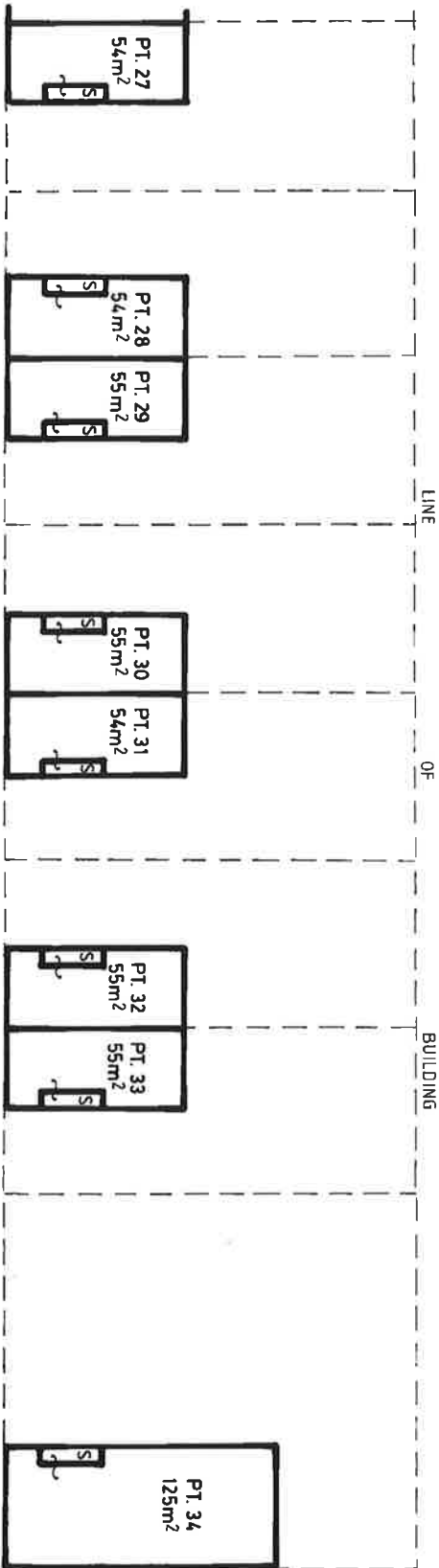




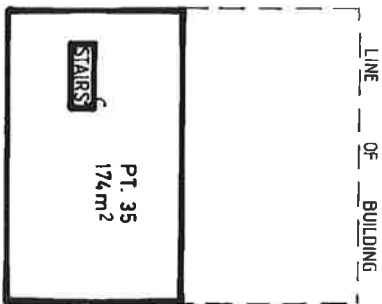
STRATA PLAN 35701

*OFFICE USE ONLY

SHEET 5 ADJOINS



GROUND FLOOR MEZZANINE



- NOTES: 1. ALL AREAS ARE APPROXIMATE ONLY
 2. S DENOTES STAIRS

Reduction Ratio 1:300

Lengths are in metres



Registered Surveyor

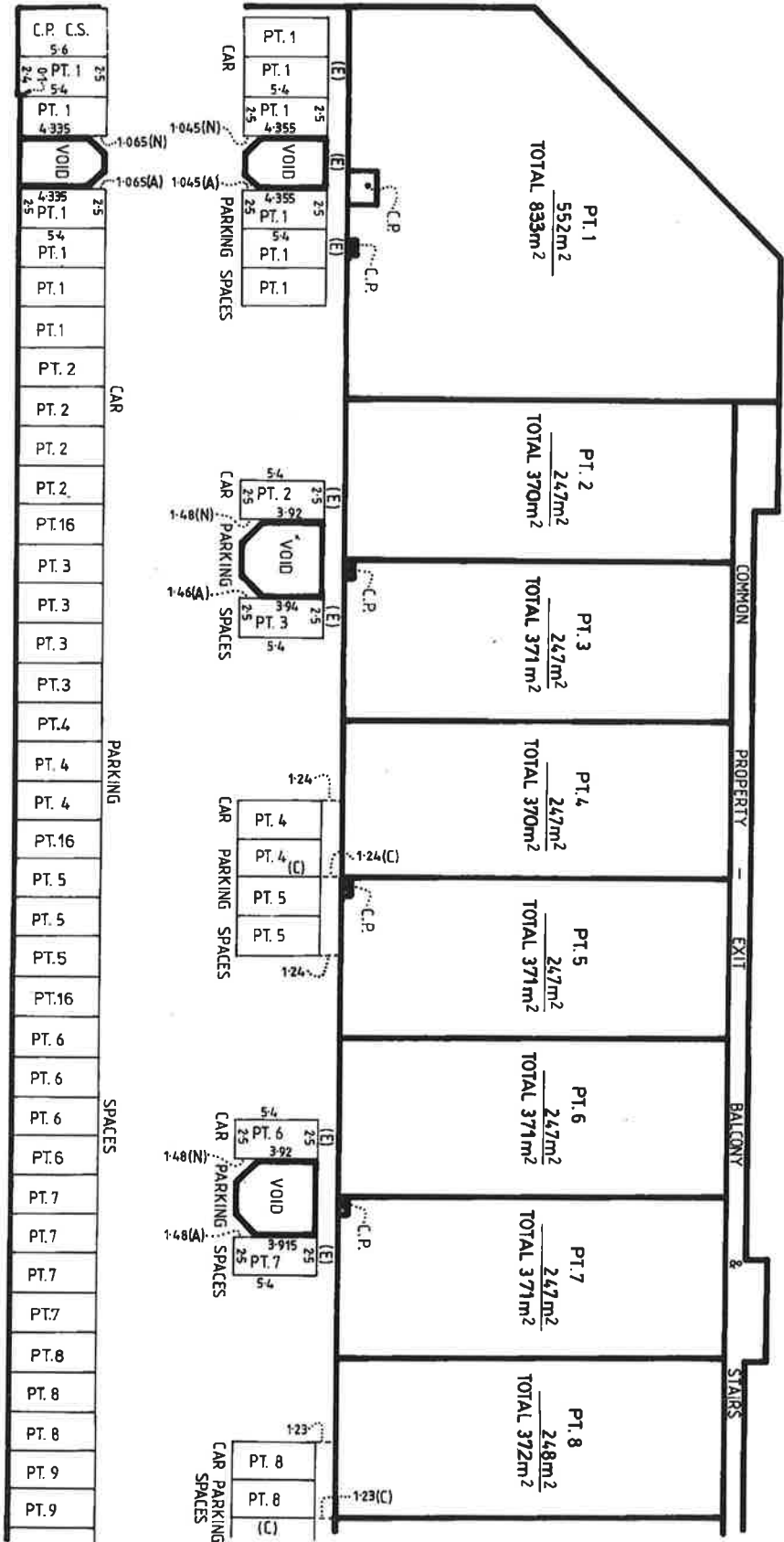
M. Hall

Council Clerk

Alan Newman

SURVEYOR'S REFERENCE: 266187

STRATA PLAN 35701



NOTES: 1. ALL AREAS ARE APPROXIMATE ONLY

2. C.P. DENOTES COMMON PROPERTY

3. C.S DENOTES CAR SPACE

4. EXCEPT WHERE COVERED CAR SPACES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS

5. S DENOTES STAIRS

6. ALL CAR PARKING SPACES HAVE DIMENSIONS OF 2.5x5.4

7. ▲ DENOTES LINE OF FACE OF COLUMNS

8. (N) DENOTES NORTHERN FACE OF LOW CONCRETE WALL PRODUCED

FIRST FLOOR

- 9. (A) DENOTES SOUTHERN FACE OF LOW CONCRETE WALL PRODUCED
- 10. (E) DENOTES EASTERN FACE OF LOW CONCRETE WALL PRODUCED
- 11. (C) DENOTES CENTERLINE OF WALL PRODUCED

Reduction Ratio 1:300

Lengths are in metres

SHEET 8 ADJOINS

*OFFICE USE ONLY

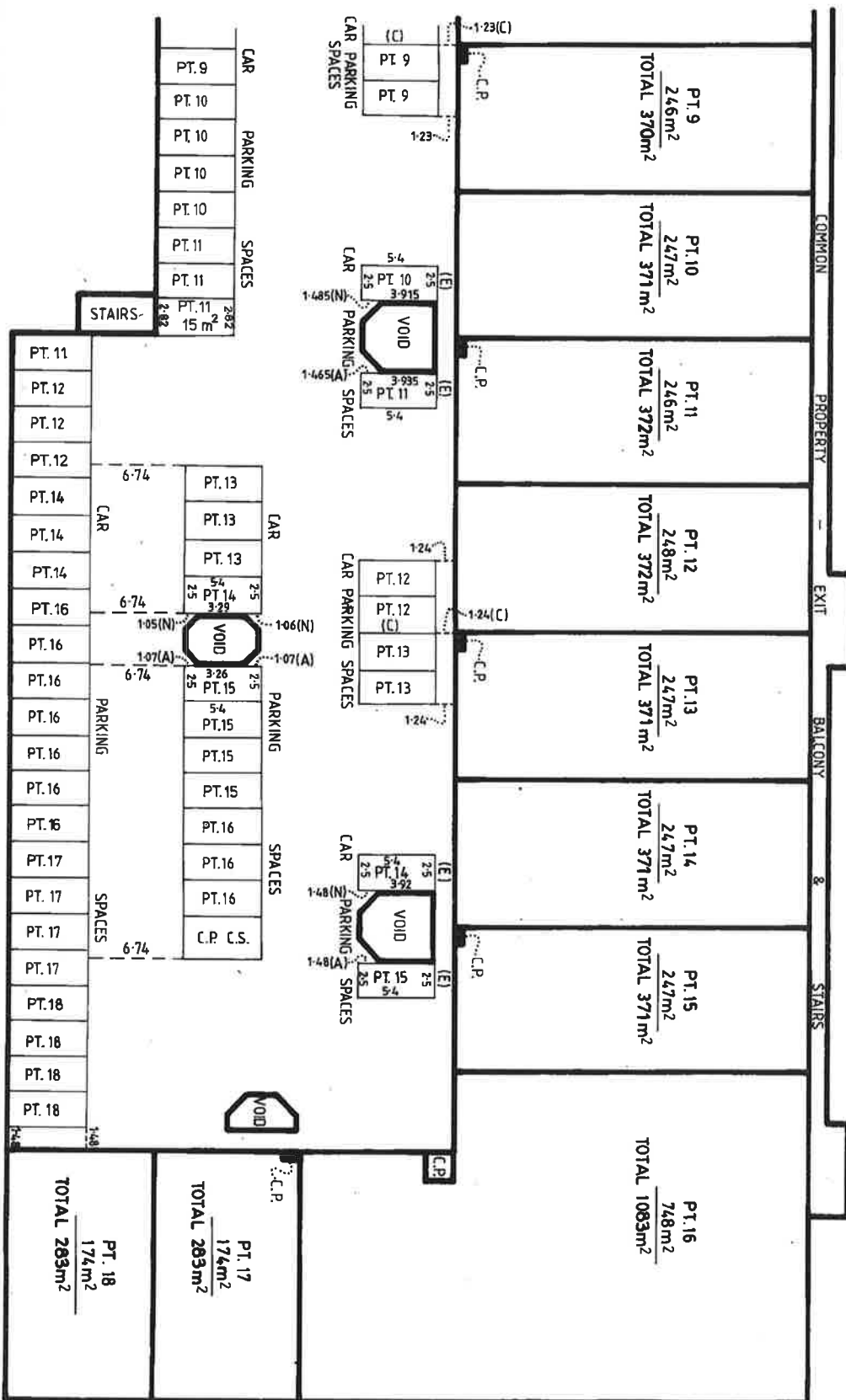


WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 11 Sheets

STRATA PLAN 35701

SHEET 7 ADJOINS



NOTES: 1. ALL AREAS ARE APPROXIMATE ONLY

2. C.P. DENOTES COMMON PROPERTY
3. C.S DENOTES CAR SPACE
4. EXCEPT WHERE COVERED CAR SPACES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS
5. S DENOTES STAIRS
6. ALL CAR PARKING SPACES HAVE DIMENSIONS OF 2.5x5.4 AND AN AREA OF 13m² EXCEPT WHERE SHOWN OTHERWISE
7. ▲ DENOTES LINE OF FACE OF COLUMNS
8. (N) DENOTES NORTHERN FACE OF LOW CONCRETE WALL PRODUCED

FIRST FLOOR

9. (A) DENOTES SOUTHERN FACE OF LOW CONCRETE WALL PRODUCED
10. (E) DENOTES EASTERN FACE OF LOW CONCRETE WALL PRODUCED
11. (C) DENOTES CENTERLINE OF WALL PRODUCED

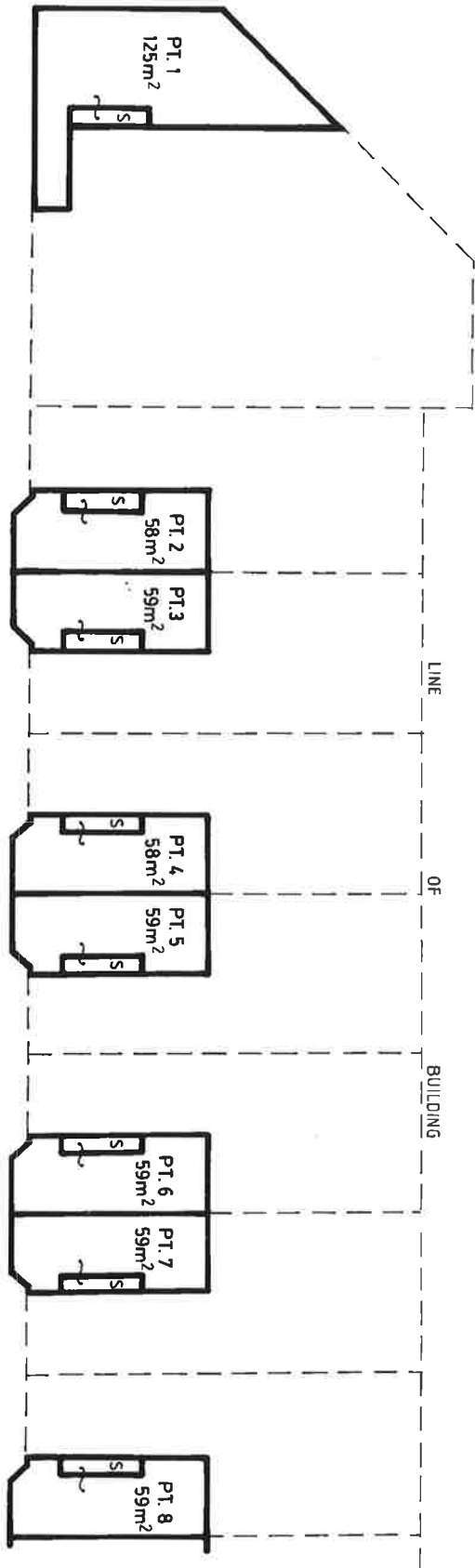
Reduction Ratio 1:300

Lengths are in metres

Registered Surveyor

F. J. Thomson
Council Clerk





SHEET 10 ADJOINS

FIRST FLOOR MEZZANINE

- NOTES: 1. ALL AREAS ARE APPROXIMATE ONLY
2. S DENOTES STAIRS

Reduction Ratio 1:300

Lengths are in metres



Registered Surveyor

P. Hill

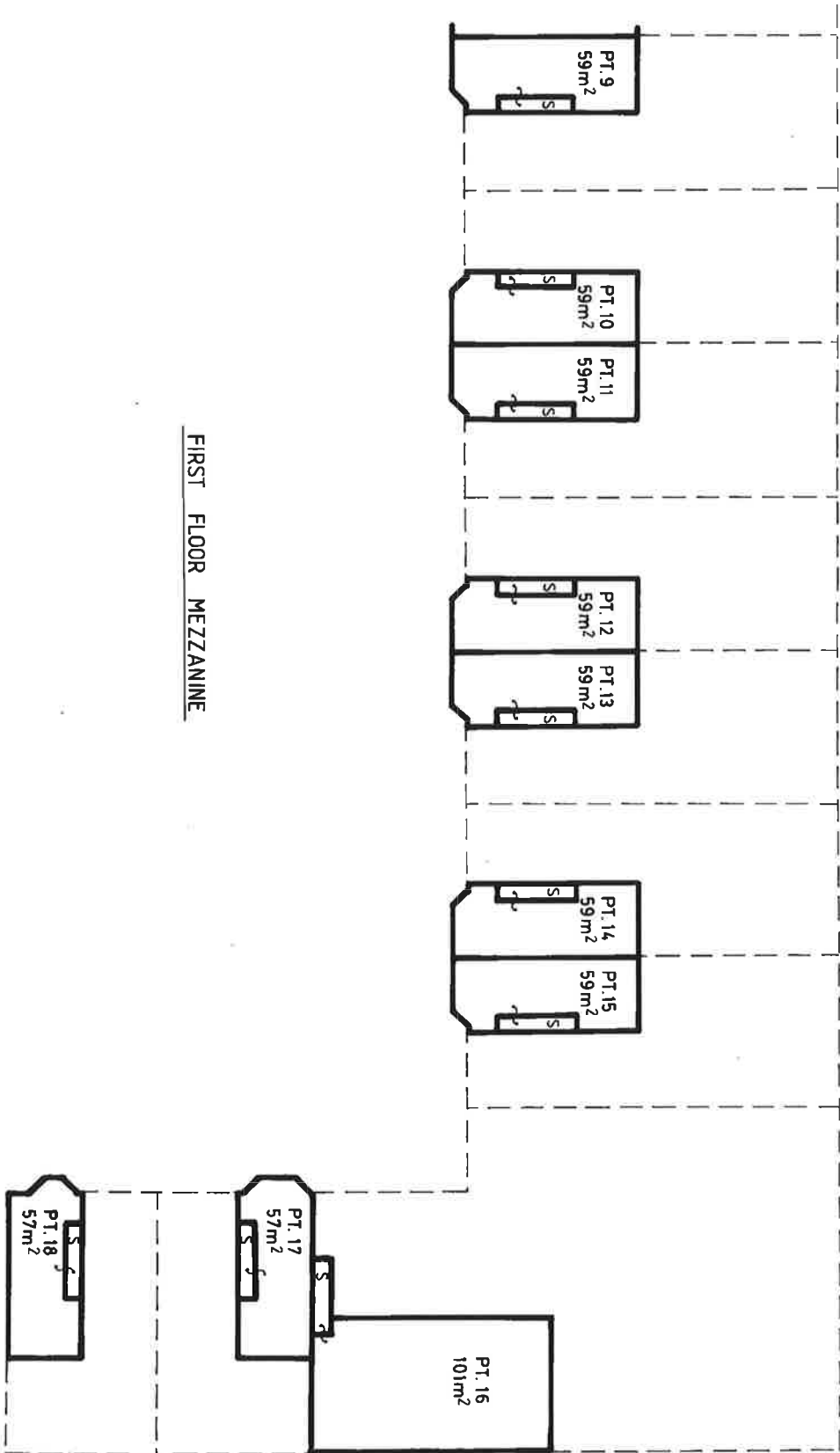
Council Clerk

T. Thomson

SURVEYORS REFERENCE: 266/87



SHEET 9 ADJOINS



FIRST FLOOR MEZZANINE

- NOTES: 1. ALL AREAS ARE APPROXIMATE ONLY
2. S DENOTES STAIRS

Reduction Ratio 1:300

Lengths are in metres



P. Bull
Registered Surveyor

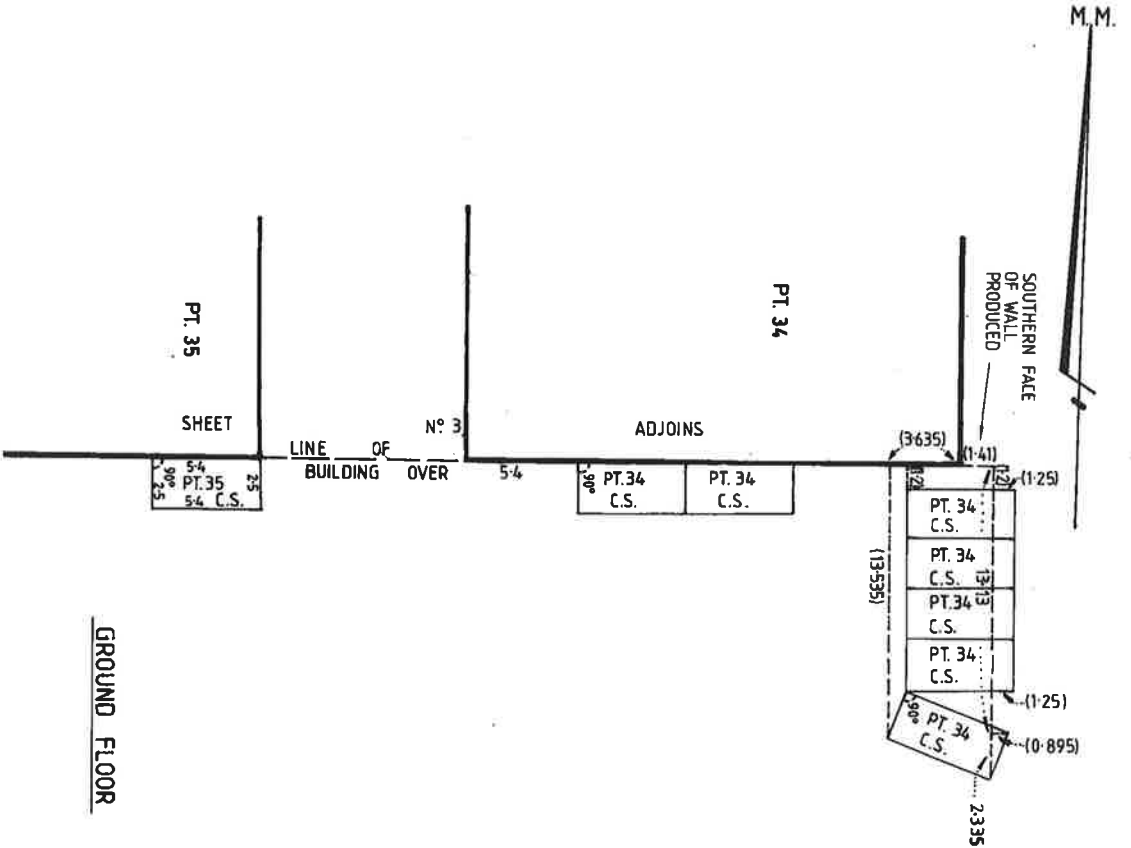
P. van Heer
Council Clerk

SURVEYORS REFERENCE: 266/87

STRATA PLAN 35701

SCHEDULE OF UNIT ENTITLEMENT

LOT	ENTITLEMENT
1	52
2	26
3	26
4	26
5	26
6	26
7	26
8	26
9	26
10	26
11	26
12	26
13	26
14	26
15	26
16	68
17	20
18	20
19	48
20	24
21	24
22	24
23	24
24	37
25	14
26	24
27	24
28	24
29	24
30	24
31	24
32	24
33	24
34	53
35	36
AGGREGATE	1000



GROUND FLOOR

NOTES: 1. ALL AREAS ARE APPROXIMATE ONLY

- 2. C.S DENOTES CAR SPACE
- 9. EXCEPT WHERE COVERED CAR SPACES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS
- 4. ALL CAR PARKING SPACES HAVE DIMENSIONS OF 2.5x5.4 AND AN AREA OF 13m² EXCEPT WHERE SHOWN OTHERWISE
- 5. ANGLES FORMED BY OFFSET LINES ARE 90°

Reduction Ratio 1:300

Lengths are in metres

Registered Surveyor

P. Kull

Council Clerk

P. Newbould



RP46



B



Y923595

CHANGE OF BY-LAWS

SECTIONS 58 (2), 58 (11), OR CLAUSE 15 OF
 SCHEDULE 4, STRATA TITLES ACT, 1973
 REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

CB	CA 1 of 1	R11
	\$ 64	

REFERENCE TO
 TITLE OF
 COMMON
 PROPERTY
 Note (a)

Torrens Title Reference
CP/ SP 35701

NUMBER OF
 STRATA PLAN
 Note (b)
 Note (c)
 Note (d)

THE PROPRIETORS—STRATA PLAN No. 35701..... the registered proprietor of the common property comprised in the Certificate of Title above
 referred to, certifies that, by a resolution duly passed on 25th January, 1990..... in accordance with the provisions of 58 (2)
 of the Strata Titles Act, 1973, it changed the by-laws as follows:

Note (e)

REPEALED BY-LAW No.	OFFICE USE ONLY ON CB
INSERTED/ADDED BY-LAW No. <u>30</u> as fully set out below.	

Note (f)

"That the following industries and/or operations be precluded from occupation from within the complex:

1. Panelbeaters
2. Woodworking subject to approval from the Body Corporate and subject to approved dust extraction.
3. Industrial Spraypainters subject to approved booth use.
4. Fibreglassing
5. Motor mechanical repair and/or servicing.
6. Brake pad manufacture.
7. Manufacture or any industry using asbestos or mineral fibre."

UNREGISTERED

The common seal of The Proprietors—Strata Plan No. 35701 *W.P. Sumner*
 was hereunto affixed on In the presence of
W. P. SUMNER
 (BLOCK LETTERS)



being the person(s) authorised by section 55 of the Strata Titles Act, 1973, to attest the affixing of the seal.

TO BE COMPLETED
 BY LODGING PARTY

Notes (g)
 and (h)

S
64

LOGGED BY The Proprietors Strata Plan <u>35701</u> 479 Pittwater Road BROOKVALE NSW 2100 939 6788		LOCATION OF DOCUMENTS	
WOOD LINDEN MARSHALL 927 N, Delivery Box Number <u>DX 9119, DEE WHY</u>		CT	OTHER
		X	Herewith.
			In L.T.O. with
			Produced by
Checked	Passed	REGISTERED	Secondary Directions
Signed	Extra Fee	APR 1990	Delivery Directions
			CT/927N

OFFICE USE ONLY

109503

Form: 15CB
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: J.S. Mueller & Co

CHANGE OF BY-LAW

Leave this space clear. Affix additional



New South Wales
Strata Schemes Management Act 19
Real Property Act 1900

AG856233X

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the required by this form for the establishment and maintenance of the Real Property Act register. Section 30B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP35701	
(B) LODGED BY	Document Collection Box 47 V	Name, Address or DX, Telephone, and Customer Account Number if any LLPN 123012 E H.M. Allen & Co. DX 437 Sydney Ph 9232 3652 Reference: <u>JSM. 21927</u>
	CODE CB	

(C) The Owners-Strata Plan No 35701 certify that pursuant to a resolution passed on 9 February 2012 and
(D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—

(E) Repealed by-law No Not applicable
Added by-law No Special Condition No. 1
Amended by-law No Not applicable
as fully set out below.

See Annexure 'A' hereto.

(F) The common seal of the Owners-Strata Plan No 35701 was affixed on 26 FEBRUARY 2012 in the presence of—

Signature(s): Lee Walitney
Name(s): LEE WALITNEY - STRATA MARK

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



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ANNEXURE 'A'

Special Fixtures By-Law No. 1

1 Introduction

- 1.1 This by-law sets out the rules an Owner must follow if the Owner intends to install Special Fixtures.
- 1.2 The installation of any Special Fixture which has not been approved in accordance with the approval process set out in this by-law is prohibited.
- 1.3 The installation of any Special Fixture other than in accordance with the conditions contained in this by-law or any conditions attached to the approval given pursuant to this by-law is prohibited.
- 1.4 The keeping of any Special Fixture on the Common Property is subject to the conditions set out in this by-law.
- 1.5 If the Owner does not comply with this by-law the Owners Corporation may take action against the Owner. This may result in the Owner's Special Fixture being removed or the Owner being fined.
- 1.6 By following the rules contained in this by-law the Owner will ensure that any proposal for installation of a Special Fixture is considered by the Owners Corporation as quickly as possible and the Owner will maximise the chances of the installation of the Special Fixture proceeding smoothly.

2 Definitions & Interpretation

- 2.1 In this by-law:

"**Building**" means the building in respect of which a Special Fixture is attached.

"**Common Property**" means the common property for the Strata Scheme.

"**Development Act**" means the *Strata Schemes (Freehold Development) Act 1973*.

"**Executive Committee**" means the executive committee of the Owners Corporation.

"**Lot**" means a lot within the Strata Scheme.

"**Management Act**" means the *Strata Schemes Management Act 1996*.

"**Occupier**" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"**Owner**" means an owner of any one of the lots and that owner's successors in title.

"**Owners**" means the owners of the lots and their successors in title.

"**Owners Corporation**" means the owners corporation for the Strata Scheme.

“Special Fixture” means any fixture or fitting which occupies or, by its installation, alters in any way, any part of the Common Property, including, but not limited to:

- an external hot water service;
- air conditioning plant and equipment;
- a sky light;
- blinds and awnings;
- any other fixture fixed by the owner/s and penetrating the Common Property;
- any additional electrical power cables and infrastructure (for e.g. 3 phase power*), used for the exclusive benefit of the lot
- rooftop extractor chimney and motor;
- directory board;
- roof top solar panel array;
- whirly birds, or any aerials;
- any part of a lot that has been renovated;
- but excluding any works which are installed exclusively within a Lot.

[* 3 phase electrical power was not originally installed into this complex at the time of construction, however a number of separate lots have since installed it for their exclusive and commercial benefit]

“Strata Legislation” means the Development Act and the Management Act.

“Strata Managing Agent” means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

“Strata Plan” means the strata plan for the Strata Scheme.

“Strata Scheme” means the Strata Scheme in respect of which this by-law applies.

2.2 In this by-law:

- 2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,
- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be

UK

made by the Owners Corporation in general meeting pursuant to the Strata Legislation,

2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and

2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

2.3 The Owners Corporation may waive the requirement for the Owner to comply with any condition of this by-law.

2.4 Where the words "where required" are used in any clause of this by-law, this means that the Owners Corporation may request compliance with the condition set out in that clause in appropriate circumstances.

2.5 Where the words "where necessary" are used in any clause of this by-law, this means that the Owner must comply with the condition set out in that clause where the subject matter of that clause is required by any law in relation to the Special Fixture.

3 Approval of Special Fixtures

3.1 Special Fixtures Require Approval

An Owner must not install or maintain on the Common Property, or permit anyone else to install or maintain on the Common Property, a Special Fixture without the prior written approval of the Owners Corporation given pursuant to this by-law.

3.2 The Approval Process

3.2.1 If an Owner wishes to install a Special Fixture the Owner must make an application to the Owners Corporation in order to seek its approval to do so.

3.2.2 The application must be in writing and sent to the Strata Managing Agent or, if there is no Strata Managing Agent, to the secretary of the Owners Corporation, and it must contain:

- (a) the Owner's name, address and telephone number;
- (b) the Owner's Lot and Lot number;
- (c) a description of the Special Fixture;
- (d) detailed drawings, plans and specifications for the Special Fixture including elevations (where required);
- (e) details of the method of installation of the Special Fixture;
- (f) a complete copy of the approval of the Local Council to the installation of the Special Fixture (where necessary);
- (g) the make, model, size and proposed location of any equipment comprising or forming part of the Special Fixture;
- (h) a certificate or report from a qualified engineer addressed to the Owners Corporation certifying that the Special Fixture, when installed in the proposed method, will not affect the structural

integrity of any part of the Building the Common Property (where required);

- (i) details of the contractor who will carry out the installation of the Special Fixture including the full business name and telephone number of the contractor;
- (j) a copy of a certificate demonstrating that the contractor who will carry out the installation of the Special Fixture holds a current:
 - (i) licence (where necessary),
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00 and note the interests of the Owners Corporation,
 - (iii) workers compensation insurance policy, and
 - (iv) home warranty insurance policy under the Home Building Act 1989 covering the Special Fixture (where necessary).
- (k) any other information which the Owners Corporation may reasonably require.

3.2.3 The Owners Corporation may:

- (a) approve the Owner's application either with or without conditions, or
- (b) refuse to approve the Owner's application (but it must not act unreasonably when doing so and it must give reasons for doing so).

3.2.4 The Owner must comply with any conditions which the Owners Corporation issues as part of its approval.

3.2.5 The Owner must comply with the conditions set out in the following clauses of this by-law (unless the requirement for compliance is waived by the Owners Corporation).

4 Conditions for Installation of Special Fixtures

4.1 Before Installation

4.1.1 Before commencing the installation of a Special Fixture, the Owner must:

- (a) give the Owners Corporation at least 14 days notice of the commencement of the installation,
- (b) obtain and give the Owners Corporation a copy of any certificates issued under the Environmental Planning and Assessment Act 1979 which are required to permit the installation of the Special Fixture to commence, such as, a construction certificate, and
- (c) where required, pay a bond to the Owners Corporation in an amount reasonably determined by the Owners Corporation and notified to the Owner (which amount may not exceed \$10,000.00) to be held by the Owners Corporation in accordance with the conditions of this by-law. The bond shall be paid to the Strata Managing Agent or, if there is no Strata Managing Agent, to the secretary of the Owners Corporation.

4.1.2 If the Owner has not complied with any of the conditions set out in clause 4.1.1 the Owner must not install the Special Fixture and if the Owner has already begun installation of the Special Fixture the Owner must immediately stop.

4.2 During Installation

During the installation of a Special Fixture the Owner must:

(a) **Standard of Workmanship**

Ensure the installation of the Special Fixture is carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) **Time for Completion of Installation of Special Fixtures**

Make sure the installation of the Special Fixture is carried out with due diligence and is completed as soon as practicable from the date of commencement.

(c) **Appearance of Installation of Special Fixtures**

Ensure the installation of the Special Fixture is carried out and completed in a manner which is in keeping with the rest of the Building.

(d) **Quality of Installation of Special Fixtures**

Make certain the installation of the Special Fixture is in accordance with any specifications for the Special Fixture.

(e) **Variation to Installation of Special Fixtures**

Not vary the installation of the Special Fixture without obtaining the prior written approval of the Owners Corporation.

(f) **Supervision of Installation of Special Fixtures**

Ensure that the installation of the Special Fixture is adequately supervised and that the Common Property is inspected on a daily basis to ensure that the conditions of this by-law are complied with.

(g) **Noise During Installation of Special Fixtures**

Ensure the installation of the Special Fixture and the Owner's tradespersons do not create any excessive noise in the Owner's Lot or on the Common Property that is likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using the Common Property.

(h) **Transportation of Construction Equipment**

Ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation.

(i) **Debris**

Ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation.

(j) **Storage of Building Materials on Common Areas**

Make sure that no building materials are stored on Common Property.

(k) Protection of the Common Property

- (i) protect all areas of the Common Property outside the Owner's Lot which are affected by the installation from damage, the entry of water or rain and from dirt, dust and debris relating to the installation of the Special Fixture and ensure that all Common Property, especially the walls, floors and carpets, is protected by covers and mats when transporting furniture, construction materials, equipment and debris through the Common Property;
- (ii) keep all areas of the Common Property affected by the installation of the Special Fixture structurally sound during the renovations; and
- (iii) make sure that any holes or penetrations made during the installation of the Special Fixture are adequately sealed and waterproofed.

(l) Daily Cleaning

Clean any part of the Common Property affected by the installation of the Special Fixture on a daily basis and keep the Common Property clean, neat and tidy during the installation,

(m) Times for Renovations

Ensure that the installation is only carried out between the hours of 8.00am – 4.30pm on Monday – Friday and is not performed on weekends or public holidays,

(n) Times for Operation of Noisy Equipment

Make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that 24 hours notice is given to the Occupiers of the other Lots on the same level of the Building or immediately above or below the Owner's Lot or in close proximity to the Owner's Lot, before the use of any such tools and equipment,

(o) Interruption to Services

Give the Occupiers of the other Lots at least 48 hours prior notice of any planned interruption to the services such as water, electricity, gas, television or cable television,

(p) Vehicles

Ensure that no tradesperson's vehicles obstruct the Common Property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(q) Costs of Special Fixtures

Pay all costs associated with the installation of the Special Fixture, and

(r) Right of Access

Give the Owners Corporation's nominated representative or representatives access to inspect the installation work or the Special Fixture within 48 hours of any request from the Owners Corporation.

4.3 After Installation

After installation of the Special Fixture is complete, the Owner must:

- (a) promptly notify the Owners Corporation that the installation is complete,

- (b) obtain and give the Owners Corporation a copy of all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the installation of the Special Fixture and the occupation of the Owner's Lot (where necessary or required) for example, any necessary compliance certificate or occupation certificate,
- (c) restore all Common Property damaged or affected by the installation of the Special Fixture as nearly as possible to the state which it was in immediately prior to commencement of the installation of the Special Fixture,
- (d) provide the Owners Corporation's nominated representative or representatives access to inspect the Special Fixture and the areas of all installation work within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Special Fixture and the areas of all installation work will expire once it is reasonably satisfied that the conditions of this by-law have been complied with), and
- (e) give the Owners Corporations a certificate or report from a duly qualified engineer addressed to the Owners Corporation certifying that the installation of the Special Fixture has been completed in a manner that will not affect the structural integrity of the Building or any part of the Common Property (where required).

4.4 Enduring Obligations

The Owner must:

- (a) properly maintain the Special Fixture and keep it in a reasonable state of good and serviceable repair and when necessary renew or replace any part of the Special Fixture,
- (b) ensure that any equipment forming part of the Special Fixture (for example, an air-conditioner) does not create any noise that is likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using the Common Property,
- (c) ensure that any equipment forming part of the Special Fixture has appropriate fittings to make certain that any condensation from the equipment does not drip onto any other part of the Building (for example, a drip tray for an air-conditioner),
- (d) make good any damage to another Lot or the Common Property caused by the Special Fixture or its installation no matter when such damage may become evident,
- (e) notify the Owners Corporation that any damage to another Lot or the Common Property caused by the Special Fixture or its installation has been repaired, and
- (f) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Special Fixture (for example, the conditions of any Local Council approval for the Special Fixture).

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be

incurred by or brought or made against the Owners Corporation arising out of the Special Fixture or the altered state or use of any Common Property arising therefrom.

4.6 Access

The Owners Corporation must give the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the installation of the Special Fixture and enabling the Owner to comply with any condition imposed on the Owner under this by-law.

4.7 Bond

The Owners Corporation shall be entitled to apply any bond paid by the Owner under the conditions of this by-law, or any part of it, towards the costs of the Owners Corporation incurred:

- (a) repairing any damage caused to the Common Property or any other Lot as a result of the installation of the Special Fixture or its presence within the Strata Scheme, or
- (b) cleaning any part of the Common Property as a result of the installation of the Special Fixture, and the Owners Corporation must refund the bond, or the remaining balance of it, when the Owner notifies the Owners Corporation that the installation of the Special Fixture is complete and the Owners Corporation is reasonably satisfied that the Owner has complied with the conditions of this by-law.

5 Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) rectify any such breach,
- (b) enter on any part of the Owner's Lot or the Common Property, by its agents, employees or contractors, in accordance with the Management Act for the purpose of rectifying any such breach, and
- (c) recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

6 Additional Resolution and By-Law

6.1 Nothing in this by-law derogates from or alters any requirement for the installation of the Special Fixture to be authorised by a further special resolution of the Owners Corporation and by-law pursuant to section 65A of the Management Act.

6.2 The Owner will meet the expenses of the Owners Corporation in relation to the calling of a meeting and the registration of a by-law required to authorise the installation of a Special Fixture.

6.3 The Owners Corporation may require the Owner to pay the expenses in relation to the calling of a meeting and the registration of a by-law required to authorise the installation of a Special Fixture before calling any extraordinary general meeting to consider a resolution or before executing any change of by-law.

7 Pre-existing Special Fixtures

7.1 Any Special Fixture installed prior to the registration of this by-law without the written consent of the Owners Corporation is liable to be removed by the Owners Corporation.

7.2 If an Owner wishes to apply for permission to maintain on the Common Property a Special Fixture installed prior to the registration of this by-law, the Owner must make an application to the Owners Corporation in order to seek its approval to do so.

7.3 The application must be in writing and sent to the Strata Managing Agent or, if there is no Strata Managing Agent, to the secretary of the Owners Corporation, and it must contain those things set out in clauses 3.2.2(a), (b), (c), (d), (e), (f), (g), (j)(iv), 4.3(b) and (e).

7.4 The Owner must ensure that clause 4.3(c) is complied with in relation to the Special Fixture the subject of the application and comply with clause 4.3(d) before any approval is given by the Owners Corporation.

7.5 If approval is given by the Owners Corporation the Owner will be bound by clauses 4.4, 4.5 and 5.0 of this by-law and the Owners Corporation will be bound by clause 4.6, in so far as is necessary, to enable the Owner to comply with those clauses.

The common seal of The Owners – Strata Plan No. 30571
Was affixed on 26/2/2012. in the presence of:

Signature(s): 

Name(s): LEE WHITNEY STRATA MANAGER



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

Form: 15CB
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: J.S. Mueller & Co

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



AI243346C

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

(A) TORRENS TITLE	For the common property CP/SP35701	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any
	47 V	LLPN 123012 E H.M. Allen & Co. DX 437 Sydney Ph 9232 3632
	Reference:	JSM. 24079
		CODE CB

(C) The Owners-Strata Plan No 35701 certify that pursuant to a resolution passed on 25 October 2013 and

(D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996

the by-laws are changed as follows—

- (E) Repealed by-law No Not applicable
- Added by-law No Special By-Law No. 2
- Amended by-law No Not applicable

as fully set out below.

SEE ANNEXURE



(F) The common seal of the Owners-Strata Plan No 35701 was affixed on 6 DECEMBER 2013 in the presence of—

Signature(s): *Lee Whitney*

Name(s): LEE WHITNEY

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

ANNEXURE

Special By-Law No. 2 - By-laws for industrial schemes including recovery of costs provisions (damage to common property)

1. Introduction

- 1.1 These by-laws set out conditions concerning the day to day control, management, administration use and enjoyment of the lots and the common property along with provisions to recover costs in the event that any part of the common property is damaged for any reason.
- 1.2 You must comply with these by-laws.
- 1.3 If you do not comply with this by-law the Owners Corporation may take the appropriate action including recover costs from you as a liquidated damage.

2. Definitions & interpretation

2.1 In these by-laws:

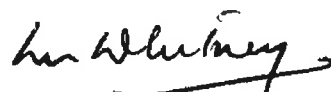
"Appearance of Lot" means that all lots are to have an identical outward external appearance that reflects the current colour pallet of the owners corporation, and is the same throughout the entire industrial complex. At no time can an owner or occupant change the external colour scheme of their respective lot, including the walls, front and rear entry doors, any window, external wall surface or the colour of the roller door.

"Appliances" means all appliances, devices, machines located inside a specific Lot, including but not limited to hot water tanks, hot water heaters, dishwashers, baths and all electrical appliances, whether or not owned by an Owner or Occupier.

"Common Property" means the common property for the Strata Scheme.

"Delivery Vehicles" means any suitable registered vehicle [not in excess of the loading capacity of the upper slab], attending site for the express purpose of collecting or delivering stock to a specific lot.

"Development Act" means the *Strata Schemes (Freehold Development) Act 1973*.



"Equipment" means all equipment located within a Lot, including but not limited to forklifts, pallet jacks, pallet racking, pallets, bins, shopping containers and any other equipment used for a specific purpose within a Lot, whether or not owned by an Owner or Occupant.

"Excess" means any excess paid to the Owners Corporation's insurer on a claim under its insurance policy relating to damage caused to Common Property by an Owner's Appliance or by his or her Occupier's Appliance and includes any increase in insurance premiums payable by the Owners Corporation attributable to that damage.

"Executive Committee" means the executive committee of the Owners Corporation.

"Garbage" means any waste refuse produced by the business being operated within a Lot and including any material such as pallets or whipping containers placed on or obstruction any part of the common property.

"Invitee" means an invitee of an Owner or Occupier.

"Lot" means a Lot within the Strata Scheme.

"Management Act" means the *Strata Schemes Management Act 1996 (NSW)*.

"Occupier" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

"Owner" means the Owner of a Lot.

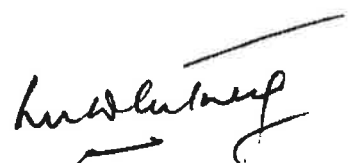
"Owners Corporation" means the Owners Corporation for the Strata Scheme.

"Recovery of Costs" means that the Owners Corporation may recover from that Owner the cost of repairing the damage caused to Common Property, including the excess and any remaining cost relating to an insurance claim.

"Strata Legislation" means the Development Act and the Management Act.

"Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"Strata Plan" means the strata plan for the Strata Scheme.

A handwritten signature in black ink, appearing to read 'L. W. L. L. L.', with a horizontal line above it and an arrow pointing to the right below it.

"Strata Scheme" means the strata scheme in respect of which this by-law applies.

"Use of Lot" means the approved use that Lots within this Industrial complex may undertake in respect of the current approved zoning of the local area. The use must be consistent with the current local environmental plan Zone 4 (B) (LIGHT INDUSTRIAL "B").

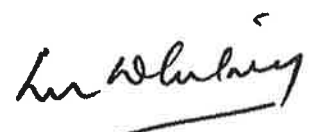
Accordingly, pursuant to the Warringah Local Environmental Plan 1985, the following uses of any Lot are NOT PERMITTED;

Abattoir, Agricultural machinery manufacture, Asbestos, Boiler works, Boiling down works, Brick, tile and pipe manufacture, Brass foundry, Cement products manufacture, Cement manufacture, Electric machinery manufacture, Engineering workshop (heavy), Extractive industry, Fellmongering [the trade dealing in animal skins or hides], Fireclay products manufacture, Glass products manufacture, Grain milling, Hardboard manufacture, Iron foundry, Machinery manufacture (heavy), Motor body building, Motor vehicle manufacturing and assembly, Motor vehicle spray painting and or repairs, Offensive or hazardous industry, Ready-mix cement works, Sawmill, Steel products manufacture (heavy), Stone cutting and crushing works, Wire manufacture, Wool scouring and any other industrial process or business operation not approved by the owners corporation.

"Vehicles" means any vehicle, truck or other mechanical mode of conveyance that is owned by an owner or an occupant and permitted to stand within the car spaces associated within a Lot

2.2 In these by-laws:

- 2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- 2.2.2 references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- 2.2.3 words importing the singular number include the plural and vice versa,
- 2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,



- 2.2.5 where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- 2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- 2.2.7 any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- 2.2.8 if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Vehicles

- 3.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property [including in any of the four visitor car spaces] or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- 3.2 The restrictions given under clause (1) do not apply to those delivery vehicles attending the site for the express purpose of collecting or delivering stock to a specific lot.
- 3.3 All vehicles driven on the common property by an owner or occupier or an invitee of the owner or occupier when entering or leaving the parcel must observe the speed signage posted throughout both levels of the property.

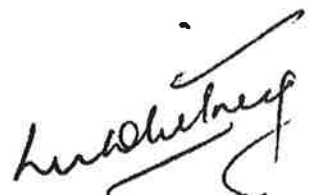
4. Obstruction of common property

- 4.1 An owner or occupier of a lot must not obstruct lawful use of common property by any person.



5. Damage to common property

- 5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- 5.2 An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- 5.3 This by-law does not prevent an owner or person authorised by an owner from installing:
- 5.3.1 any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - 5.3.2 any sign to advertise the activities of the occupier of the lot, or
 - 5.3.3 any device used to affix items to the internal surfaces of walls in the owner's lot.
- 5.4 Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- 5.5 Despite section 62 of the Act, the owner of a lot must:
- 5.5.1 maintain and keep in a state of good and serviceable repair any installation or affixture referred to in clause (3) that forms part of the common property and that services the lot, and
 - 5.5.2 repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in clause (3) that forms part of the common property and that services the lot.

A handwritten signature in black ink, appearing to read "L. Whitehead", is located in the bottom right corner of the page.

6. Children on common property

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

7. Behaviour of invitees

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

8. Depositing rubbish and other material on common property

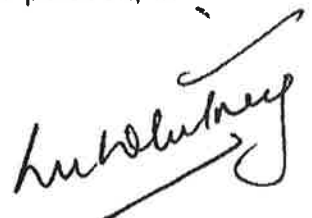
- 8.1 An owner or occupier of a lot must not deposit, place, store or otherwise leave any rubbish, dirt, dust or other material including pallets, bins of all descriptions and shipping containers or any other discarded item on the common property except with the written approval of the owners corporation. In the event that an owner or occupant is found to have breached this by-law, by consistent reports from the cleaning contractor to the Strata Manager, then the Executive Committee may resolve to recover the costs of any cleanup works against the levy account of the lot.

9. Cleaning windows and doors

- 9.1 An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:
- 9.1.1 the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
 - 9.1.2 that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

10. Garbage Disposal

- 10.1 An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- 10.1.1 must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in

A handwritten signature in black ink, appearing to read 'K. W. W. W. W.', is written in the bottom right corner of the page.

clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

- 10.1.2 must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - 10.1.3 for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - 10.1.4 when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - 10.1.5 must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - 10.1.6 must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- 10.2 An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- 10.2.1. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - 10.2.2. must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

A handwritten signature in black ink, appearing to read "L. Whitney", is located in the bottom right corner of the page. The signature is written in a cursive style with a long, sweeping underline.

10.3 An owner or occupier of a lot must:

10.3.1 comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

10.3.2 notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

10.4 The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

10.5 This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

11. Appearance of lot

The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building, including but not limited to altering the external colour pallet of the building, or changing any of the windows, entry doors or the roller door.

12. Change in use of lot to be notified

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

12.2 An owner or occupier of a lot can only change the use of their respective lot with the owners corporations approval and in accordance with local Council Development consent

13. Preservation of fire safety

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

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13.2 An owner or occupier of a lot must provide access to the Fire Technician engaged by the owners corporation from time to time for the purpose of inspecting, testing, maintaining or repairing any of the fire safety measures installed within the lot so as to achieve overall fire compliance for the scheme so as to cause an Annual Fire Safety Statement to be lodged with the Local Council and the NSW Board of Fire Commissioners.

14. Prevention of hazards

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

15. Provision of amenities or services

15.1 The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) cleaning,
- (d) garbage disposal and recycling services,
- (e) electricity, water or gas supply,
- (f) telecommunication services (for example, cable television).

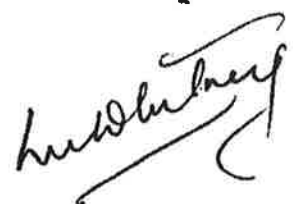
15.2 If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

16. Compliance with planning and other requirements

16.1 The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

17. Service of documents on owner of lot by owners corporation

17.1 A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

A handwritten signature in black ink, appearing to read "L. W. ...", is written over the bottom right portion of the page.

18. Working on or traversing over any part of the common property

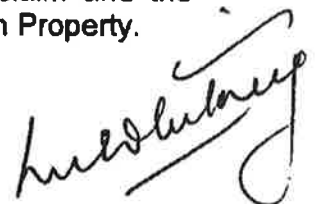
- 18.1 An owner or occupier [including any employees of either an owner or an occupier] of a lot must not conduct any part of their business on the common property without the written authority of the owners corporation.
- 18.2 An owner or occupier [including any employees of either an owner or an occupier] of a lot must wear the appropriate Work Health and Safety personal protective equipment pursuant to the current law in force at the time, when traversing over any part of the common property.
- 18.3 An owner or occupier [including any employees of either an owner or an occupier] of a lot are solely responsible for their safety so far as is reasonable practicable, when traversing over any part of the common property.

19. No Damage to common property

- 19.1 Every Owner must ensure that neither the Owner nor any Occupier or their Invitees does or allows to happen within or on the Lot or Common Property anything which causes any damage to Common Property.
- 19.2 Every Owner must ensure that all of the Appliances, Equipment and Vehicles in his or her Lot does OR parked within a car space dedicated to a lot, does not cause any damage to Common Property.
- 19.3 Every Owner must ensure that the actions of any members of staff, visitors or invitees under their direct control, or under the direct control of an Occupier of a Lot, does not cause any damage to the Common Property.

20. Consequences of a Breach

- 20.1 In the event that an Owner breaches clause 1 of this by-law (so that Common Property requires repair), the Owners Corporation may:
- 20.1.1 recover from that Owner the cost of repairing the damage caused to Common Property; or
- 20.1.2 if insurance pays for all of that damage to Common Property, recover from that Owner any Excess relating to the insurance claim; or
- 20.1.3 if insurance pays for part of that damage to Common Property, recover from that Owner any Excess relating to the insurance claim and the remaining cost of repairing the damage caused to Common Property.



21. Invoicing

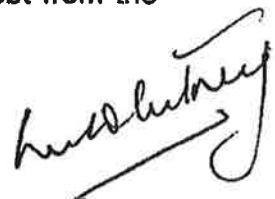
- 21.1. The Owners Corporation may issue an invoice to any Owner for any amount due under this by-law. Where the Owner has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.
- 21.2. Any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person liable for payment.

22. Interest

- 22.1. Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.
- 22.2. The Owners Corporation may recover as a debt interest calculated in accordance with clause 6(a).

23. Recovery of Expenses

- 23.1. The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt (and interest) due under this by-law from any person liable for that debt (and interest) on an indemnity basis including but not limited to:
- 23.1.1 all amounts payable by the Owners Corporation to the Strata Managing Agent;
 - 23.1.2 the cost of issuing an invoice for the debt; and
 - 23.1.3 all legal costs incurred in connection with the recovery of the debt.
- 23.2. The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
- 23.3. Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.
- 23.4. Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the



Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.

23.5. The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

The common seal of the Owners – Strata Plan No. 35701 was affixed on 6 DECEMBER 2013 in the presence of:

Signature(s):

Lee Whitney

Name(s):

LEE WHITNEY



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

Form: 15CB
Licence: 01-05-086
Licencee: LEAP Legal Software Pty Limited
Firm name: J.S. Mueller & Co

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



AJ594454N

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

(A) TORRENS TITLE	For the common property CP/SP35701		
(B) LODGED BY	Document Collection Box 47 V	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 123012 E H.M. Allen & Co. DX 437 Sydney Ph 92 62 1152	CODE CB
	Reference: JSM. 26810		

(C) The Owners-Strata Plan No SP 35701 certify that pursuant to a resolution passed on 22 May 2015 and
(D) in accordance with the provisions of section 47 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—

(E) Repealed by-law No N/A
Added by-law No Special By-law No. 3 - Owners to Maintain Roller Doors
Amended by-law No N/A
as fully set out below.
see annexure hereto



(F) The common seal of the Owners-Strata Plan No 35701 was affixed on **17 JUNE 2015** in the presence of—
Signature(s): *[Handwritten Signature]*

Name(s): **LEE ANDREW ION HAITNEY**

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

[Handwritten signature]

Special By-law No.3 – Owners to Maintain Roller Doors

1.0 Introduction

- 1.1 This by-law establishes that Owners will have exclusive use and enjoyment of that part of the Common Property defined in this by-law.
- 1.2 This by-law sets out the terms and conditions on which that exclusive use may be enjoyed.

2.0 Definitions & interpretation

2.1 In this by-law:

"Common Property" means the common property in respect of the Strata Scheme.

"Development Act" means the *Strata Schemes (Freehold Development) Act 1973*.

"Exclusive Use Items" means the roller door at the front of each Lot's car space, including all parts of it.

"Executive Committee" means the executive committee of the Owners Corporation.

"Lot" means all lots within the Strata Scheme.

"Management Act" means the *Strata Schemes Management Act 1996*.

"Owner" means an owner for the time being of any one of the Lots. Where relevant, **Owner** means the Owner of the Lot which a particular Exclusive Use Item services or benefits.

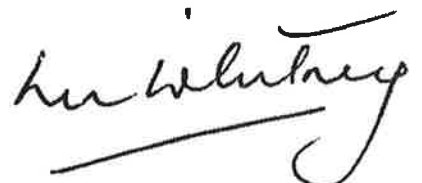
"Owners" means the owners of the Lots.

"Owners Corporation" means the owners corporation for the Strata Scheme.

"Strata Plan" means the strata plan for the Strata Scheme.

"Strata Scheme" means the strata scheme in respect of which this by-law applies.

"Strata Legislation" means the Development Act and the Management Act.



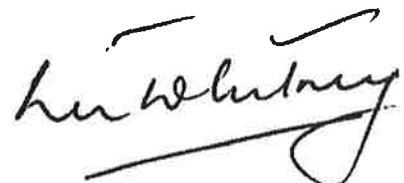
2.2 In this by-law:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) words importing the masculine, feminine or neuter gender include both of the other two genders,
- (e) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (f) where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- (g) any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law,
- (h) if any provision of this by-law is void, unenforceable or illegal, then the rest of this by-law will be read as if that provision was not part of this by-law, and
- (i) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3.0 Exclusive Use

3.1 The Grant of Exclusive Use

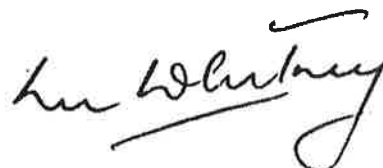
- 3.1 To the extent that any Exclusive Use Item, or any part of it, is Common Property, each Owner is conferred with a right of exclusive use and enjoyment of the Exclusive Use Item contiguous to or servicing or benefiting their Lot.



- 3.2 If for whatever reason the grant of exclusive use in clause 3.1 is overturned or unenforceable, then by virtue of this by-law, and despite section 62 of the Management Act, each Owner must maintain and keep in a state of good and serviceable repair the Exclusive Use Item contiguous to or servicing or benefiting that Owner's Lot.


4.0 Terms and Conditions

- 4.1 Each Owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, all of their Exclusive Use Item (whether or not they form part of the Common Property) and, where necessary, renewing or replacing any fixtures or fittings comprised in that Exclusive Use Item. The Owner will be entitled to do all such things in and about the Common Property as are necessary to meet the Owner's obligations pursuant to this condition.
- 4.2 Each Owner will indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising directly or indirectly out of the Lot's Exclusive Use Items and the use to which the Owner puts their Exclusive Use Items.
- 4.3 Each Owner must repair any damage to Common Property or another lot caused by their Lot's Exclusive Use Items.
- 4.4 The by-laws of the Strata Scheme will apply to each Exclusive Use Items as if it formed part of their Lot.
- 4.5 If an Owner is in breach of any condition of this by-law and fails to rectify that breach within thirty (30) days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify any such breach and may recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs. The costs of the rectification will become due and payable by the owner as and when they are paid by the Owners Corporation and if not paid by the Owner at the end of one month after they become due and payable, they will bear simple interest at the same annual rate as applies to overdue contributions levied by the Owners Corporation from time to time.
- 4.6 The Owners Corporation may, by its agents, employees or contractors, enter on any part of the Common Property over which a right of exclusive use and enjoyment is granted by this by-law for the purpose of rectifying any breach of



this by-law, any breach of any other by-law applicable to the Strata Scheme or fulfilling any duty or obligation which the Owners Corporation may have pursuant to the Strata Legislation.

The Common Seal of The Owners – Strata Plan No. 3701
was affixed on 17 JUNE 2014 in the presence of –

Signature(s): 
Name(s): LEE ANDREW ION WHITNEY



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

PITTWATER COUNCIL
Section 149 Pt 2 Planning Certificate
Environmental Planning & Assessment Act, 1979

Applicant: LAWMARK SOLICITORS & NOTARIES
SUITE 2310, Q2
4 DAYDREAM STREET
WARRIEWOOD NSW 2102

Cert. No: e149Pt2/16/0066
Cert. Date: 03 February 2016
Fee: \$53.00
Property No: 78944

Your Reference: 2097 Schueger

Address of Property: 21/1 JUBILEE AVENUE
WARRIEWOOD NSW 2102

Description of Property: S/P 35701

Strata Unit Details (if applicable): Lot 21 S/P 35701

County: Cumberland

Parish: Narrabeen

NOTE:

The zoning information in this certificate is based on the lot and plan number referred to in this Certificate. If the lot and plan number is not the current description of the land then this Certificate will be incorrect. Persons relying on this Certificate should satisfy themselves by reference to the Title Deed that the land to which this Certificate relates is identical to the land the subject of the enquiry.

A reference in this certificate to any instrument, including Pittwater Local Environmental Plan 2014, is a reference to that instrument, as amended.

Pittwater Council ABN 61 340 837 871

All correspondence to be addressed to General Manager:
Village Park,
1 Park Street,
MONA VALE NSW
P O Box 882
MONA VALE NSW 1660
DX 9018 MONA VALE

Telephone (02) 9970 1111
Facsimile (02) 9970 1200
Internet: www.pittwater.nsw.gov.au
Email: pittwater_council@pittwater.nsw.gov.au

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The prescribed matters required by Section 149 (2) of the Environmental Planning & Assessment Act are as follows and relate to the subject land at the date of this certificate.

RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

EP&A Regulations 2000
Schedule 4 Clause 1

LOCAL ENVIRONMENTAL PLAN

EP&A Regulations 2000
Schedule 4 Clause 1 (1)

Pittwater Local Environmental Plan 2014

PROPOSED LOCAL ENVIRONMENTAL PLANS

EP&A Regulations 2000
Schedule 4 Clause 1 (2)

Note: *Where no information has been provided under the heading "PROPOSED LOCAL ENVIRONMENTAL PLANS", Council is unaware of any Proposed Local Environmental Planning Instrument that is or has been the subject of community consultation or on public exhibition under the Act, applying to the land.*

STATE ENVIRONMENTAL PLANNING POLICIES AND PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES

EP&A Regulations 2000
Schedule 4 Clause 1 (1) & (2)

- SEPP NO. 19 - Bushland in Urban Areas (gazetted 24.10.86)
 - SEPP NO. 21 - Caravan Parks (gazetted 24.4.92)
 - SEPP NO. 30 - Intensive Agriculture (gazetted 8.12.89)
 - SEPP NO. 32 - Urban Consolidation (Redevelopment of Urban Land) (gazetted 15.11.91)
 - SEPP NO. 33 - Hazardous and Offensive Development (gazetted 13.03.92)
 - SEPP NO. 44 - Koala Habitat Protection (gazetted 6.01.95)
 - SEPP NO. 50 - Canal Estate Development (gazetted 10.11.97)
 - SEPP NO. 55 - Remediation of Land (gazetted 28.08.98)
 - SEPP NO. 62 - Sustainable Aquaculture
 - SEPP NO. 64 - Advertising and Signage (gazetted 16.3.2001)
 - SEPP NO. 65 - Design Quality of Residential Flat Development (gazetted 26/07/2002)
Amendment 2 (gazetted 4/07/2008)
 - SEPP - Building Sustainability Index: BASIX (gazetted 1.7.2004)
 - SEPP - (Major Development) 2005 (gazetted 25.05.2005)
 - SEPP - (Mining, Petroleum Production & Extractive Industries) 2007 (gazetted 16.02.2007)
 - SEPP - (Miscellaneous Consent Provisions) 2007
 - SEPP - (Infrastructure) 2007 (gazetted 21.12.2007)
 - SEPP - (Affordable Rental Housing) 2009
 - SEPP - (Exempt & Complying Development Codes) 2008 (gazetted 12.12.2008) As amended
- Deemed SEPP - Hawkesbury-Nepean River (No. 2 - 1977)

DEVELOPMENT CONTROL PLANS

EP&A Regulations 2000
Schedule 4 Clause 1 (3)

Pittwater 21 Development Control Plan

The purpose of this plan is to provide best practice standards for development.

ZONING AND LAND USE UNDER RELEVANT LEPS

EP&A Regulations 2000
Schedule 4 Clause 2

LAND ZONING MAP

EP&A Regulations 2000
Schedule 4 Clause 2 (a), (b), (c) & (d)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones affecting the land as identified on the maps to which Pittwater Local Environmental Plan 2014 applies.

Zone IN2 Light Industrial

2 Permitted without consent

Nil

3 Permitted with consent

Animal boarding or training establishments; Boat building and repair facilities; Crematoria; Depots; Environmental protection works; Freight transport facilities; Funeral homes; Hardware & building supplies; Horticulture; Industrial retail outlets; Industrial training facilities; Landscaping materials supplies; Light industries; Mortuaries; Neighbourhood shops; Recreation facilities (indoor); Roads; Service stations; Signage; Storage premises; Takeaway food and drink premises; Timber yards; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal facilities; Waste or resource transfer stations; Water supply systems; Wholesale supplies

4 Prohibited

Any other development not specified in item 2 or 3

ADDITIONAL PERMITTED USES FOR WHICH DEVELOPMENT IS PERMISSIBLE WITH DEVELOPMENT CONSENT - SCHEDULE 1

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of Pittwater Local Environmental Plan 2014:-

Note: Where no additional permitted uses have been listed under the heading "ADDITIONAL PERMITTED USES FOR WHICH DEVELOPMENT IS PERMISSIBLE WITH DEVELOPMENT CONSENT", then clause 2.5 of Pittwater Local Environmental Plan 2014 is inapplicable to the land the subject of this certificate.

FURTHER PLANNING CONTROLS

EP&A Regulations 2000
Schedule 4 Clause 2 (e) (f) (g) (h)

Note: Where no information has been provided under the heading "FURTHER PLANNING CONTROLS", then such information is inapplicable to the land the subject of this certificate.

ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

EP&A Regulations 2000
Schedule 4 Clause 2A

Note: Where no information has been provided under the heading "ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006", then such information is inapplicable to the land the subject of this certificate.

COMPLYING DEVELOPMENT

EP&A Regulations 2000
Schedule 4 Clause 3

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

GENERAL HOUSING CODE

Complying development under the General Housing Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

3.1 Land to which code applies

This code applies to development that is specified in clauses 3.2-3.5 on any lot in Zone R1, R2, R3, R4 or RU5 that:

- (a) has an area of at least 200m², and
- (b) has a width, measured at the building line fronting a primary road, of at least 6m.

RURAL HOUSING CODE

Complying development under the Rural Housing Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

3A.1 Land to which code applies

This code applies to development that is specified in clauses 3A.2-3A.5 on lots in Zone RU1, RU2, RU3, RU4, RU6 and R5.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial & Industrial (Alterations) Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

Complying development under the Commercial & Industrial (New Buildings and Additions) Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

5A.1 Land to which code applies

This code applies to development that is specified in clause 5A.2 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

SUBDIVISION CODE

Complying development under the Subdivision Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

DEMOLITION CODE

Complying development under the Demolition Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

FIRE SAFETY CODE

Complying development under the Fire Safety Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 ("SEPP") must be read and applied in conjunction with Pittwater Local Environmental Plan 2014.*

COASTAL PROTECTION

EP&A Regulations 2000
Schedule 4 Clause 4

The Council has not been notified by the Department of Services, Technology and Administration that the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979.

CERTAIN INFORMATION RELATING TO BEACHES AND COASTS

EP&A Regulations 2000
Schedule 4 Clause 4A

- 1) Council is not aware of any order made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works to the land the subject of this certificate, or on public land adjacent to that land.
- 2) Council has not been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works have been placed on the land subject of this certificate, or on public land adjacent to that land.

ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 2014 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

EP&A Regulations 2000
Schedule 4 Clause 4B

Council is not aware of any charges under section 496B of the *Local Government Act 2014* for coastal protection services levied upon land the subject of this certificate.

MINE SUBSIDENCE

EP&A Regulations 2000
Schedule 4 Clause 5

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

ROAD WIDENING AND ROAD REALIGNMENT

EP&A Regulations 2000
Schedule 4 Clause 6

- (a) The land is not affected by any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by any road widening or road realignment under *Pittwater Local Environmental Plan 2014*.
- (c) The land is not affected by any road widening or road realignment under any resolution of Council.

Note: *The Roads and Maritime Services may have proposals that are not referred to in this item. For advice about affectation by RMS proposals, contact the Roads and Maritime Services.*

COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

EP&A Regulations 2000
Schedule 4 Clause 7

Council has adopted a number of policies with regard to various hazards or risks which may restrict development. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below.

Bushfire Hazard/Risk

This land is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land as per the Rural Fires and Environmental Assessment Legislation Amendment Act 2002 No 67. The requirements of the NSW Rural Fire Service document *Planning for Bushfire Protection* apply to this land. For further information please contact Warringah Pittwater District Rural Fire Service.

The property is not affected by any other policy adopted by any other planning authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates that restricts development of the property because of the likelihood of land slip, bushfire, tidal inundation, subsidence or any other risk (other than flooding):

Note: *The absence of a policy to restrict development of the land because of the likelihood of any other risk does not imply that the land is free from risk. Detailed investigation carried out in conjunction with the preparation or assessment of an application may result in the Council imposing restrictions on development that are not identified above.*

FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

EP&A Regulations 2000
Schedule 4 Clause 7A

On the information available to Council, the land or part of the land in question is subject to the Probable Maximum Flood event and is therefore classified as Category 2 in Council's Flood Risk Management Policy for Pittwater.

The land or part of the land in question is subject to flood related development controls for the purposes (where permissible) of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing).

The land or part of the land in question is also subject to flood related development controls for any other purpose.

Development controls are set out in Council's Pittwater 21 Development Control Plan.

Note:

Flood levels have been determined using the available information from the most recent flood analysis, incorporating hydraulic modeling, surveyed cross sections and contour plans. The Flood Levels are available from Council's website and should be compared with the surveyed floor level and ground levels to assess flood risk.

On the information available to Council, the land or part of the land in question is subject to Overland Flows and the Probable Maximum Flood and is therefore classified as Category 3 - Overland Flow Path - Minor.

The land or part of the land in question is subject to flood related development controls for the purposes (where permissible) of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings.

The land or part of the land in question is also subject to flood related development controls for any other purpose.

Development controls are set out in Council's Pittwater 21 Development Control Plan.

Note:

This is the latest available information incorporating detailed hydraulic modeling and ground truthing. The Flood Levels and the flood study used to determine the flood levels are available from Council and should be compared with the surveyed floor level and ground level to assess flood risk.

LAND RESERVED FOR ACQUISITION

EP&A Regulations 2000
Schedule 4 Clause 8

This land is not affected by any provisions within Pittwater Local Environmental Plan 2014 that would provide for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

CONTRIBUTIONS PLANS

EP&A Regulations 2000
Schedule 4 Clause 9

S.94 Plan No. WV - Warriewood Valley

This Plan was approved by Council to levy contributions towards the provision, extension or augmentation of public amenities and public services that will, or are likely to be, required as a consequence of development in the Warriewood Valley Urban Release Area.

BIODIVERSITY CERTIFIED LAND

EP&A Regulations 2000
Schedule 4 Clause 9A

Note: Where no information has been provided under the heading "BIODIVERSITY CERTIFIED LAND", then such information is inapplicable to the land the subject of this certificate.

BIOBANKING AGREEMENTS

EP&A Regulations 2000
Schedule 4 Clause 10

Note: Where no information has been provided under the heading "BIOBANKING AGREEMENTS", then Council is unaware of any such agreement applying to the land the subject of this certificate.

BUSH FIRE PRONE LAND

EP&A Regulations 2000
Schedule 4 Clause 11

Part of the land the subject of this certificate is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land as per the Rural Fires and Environmental Assessment Legislation Amendment Act 2002 No 67.

PROPERTY VEGETATION PLANS

EP&A Regulations 2000
Schedule 4 Clause 12

Note: Where no information has been provided under the heading "PROPERTY VEGETATION PLANS", then such information is inapplicable to the land the subject of this certificate.

ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

EP&A Regulations 2000
Schedule 4 Clause 13

Note: Where no information has been provided under the heading "ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006", then such information is inapplicable to the land the subject of this certificate.

DIRECTIONS UNDER PART 3A

EP&A Regulations 2000
Schedule 4 Clause 14

Note: *Where no information has been provided under the heading "DIRECTIONS UNDER PART 3A", then such information is inapplicable to the land the subject of this certificate.*

SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

EP&A Regulations 2000
Schedule 4 Clause 15

Note: *Where no information has been provided under the heading "SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING", then Council is unaware of any such site compatibility certificate applying to the land the subject of this certificate.*

SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

EP&A Regulations 2000
Schedule 4 Clause 16

Note: *Where no information has been provided under the heading "SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE", then Council is unaware of any such site compatibility certificate applying to the land the subject of this certificate.*

SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

EP&A Regulations 2000
Schedule 4 Clause 17

Note: *Where no information has been provided under the heading "SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING", then Council is unaware of any such site compatibility certificate applying to the land the subject of this certificate.*

PAPER SUBDIVISION INFORMATION

EP&A Regulations 2000
Schedule 4 Clause 18

Note: *Where no information has been provided under the heading "PAPER SUBDIVISION INFORMATION" then Council is unaware of any such development plan or subdivision order applying to the land the subject of this certificate.*

SITE VERIFICATION CERTIFICATES

EP&A Regulations 2000
Schedule 4 Clause 19

Note: *Where no information has been provided under the heading "SITE VERIFICATION CERTIFICATES", then Council is unaware of any such site verification certificate applying to the land the subject of this certificate.*

MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997

Contaminated Land Management Act 1997
Section 59 (2)

Note: *Where no information has been provided under the heading "MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997", then such information is inapplicable to the land the subject of this certificate.*



Certificate No: e149Pt2/16/0066Date:03 February 2016

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

MARK FERGUSON
General Manager



SEWERAGE SERVICE DIAGRAM

DATE: 13/12/13
 DRAWN BY: M. HARRISON

PROJECT: KINGS CROSS
 ADDRESS: 105-107 Kings Cross Rd, Kings Cross, NSW 1585

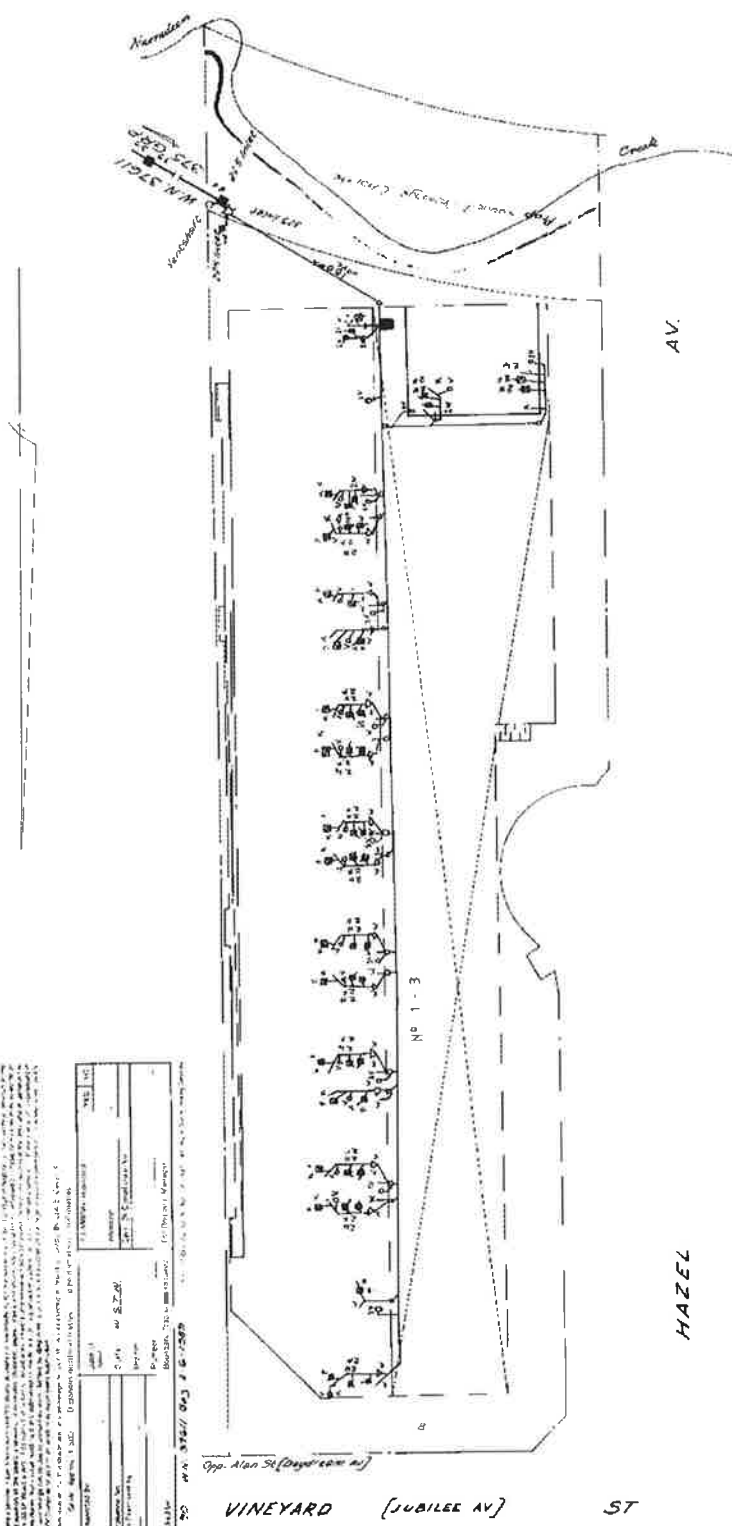
LEGEND

Symbol	Description
(Symbol)	150mm Sewer
(Symbol)	225mm Sewer
(Symbol)	300mm Sewer
(Symbol)	450mm Sewer
(Symbol)	600mm Sewer
(Symbol)	Stormwater
(Symbol)	Manhole
(Symbol)	Structure
(Symbol)	Boundary
(Symbol)	Proposed Sewer
(Symbol)	Proposed Stormwater

NOTES

1. This diagram shows the sewerage service available at the property shown.
2. The sewerage service is shown as existing in Sydney Water's records.
3. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres.
4. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

PROJECT	KINGS CROSS
ADDRESS	105-107 Kings Cross Rd, Kings Cross, NSW 1585
DATE	13/12/13
DRAWN BY	M. HARRISON
CHECKED BY	
SCALE	As Shown
STATUS	Final
APPROVED BY	
DATE	



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

Form: 97-07L
Licence: LAW/0955/98

LEASE
New South Wales
Real Property Act 1900
LAW SOCIETY LEASE

Land Titles Office use only

*Do not affix additional pages here:
use the left-hand corner*

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of the Law Society of
New South Wales
which has approved
this page and the next
page as printed.

Office of State Revenue use only

(A) **TORRENS TITLE**

Property leased: if appropriate, specify the part or premises
FOLIO IDENTIFIER 21/ SP35701

21/1-3 JUBILEE AVENUE, WARRIEWOOD

(B) **LODGED BY**

LTO Box	Name, Address or DX and Telephone	CODE
	Reference (optional):	L

(C) **LESSOR**

HORST SCHUERGER AND INGRID BARBEL SCHUERGER
as Trustees for **SCHUERGER UNIT TRUST**

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

(D) Encumbrances (if applicable): 1. 2. 3.

(E) **LESSEE**

INTOPRINT PTY LTD
(ACN 102 487 016)

- (F)
- (G) 1. **TERM:** 3 YEARS
2. **COMMENCEMENT DATE:** 28 July 2010
3. **TERMINATION DATE:** 27 July 2013
4. With an **OPTION TO RENEW** for a period of three (3) years set out in clause 4
5. With an **OPTION TO PURCHASE** of Not Applicable
6. Together with and reserving the **RIGHTS** set out in **Not applicable**
7. This lease includes **ANNEXURES A and B.**
8. This lease includes the provisions set out in **MEMORANDUM** filed in the Land Titles Office as No. **Not applicable**

SEE A SOLICITOR ABOUT THIS LEASE

All handwriting must be in block capitals.

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE:

Signed in my presence by the lessor who is personally known to me.

[Handwritten signature]
.....
Signature of witness

ANNA CHRISTIE
.....
Name of witness

2310/4 DAYDREAM ST
.....
Address of witness WARRIEWOOD

[Handwritten signature]
.....
Signature of lessor

Ingrid Schürze
.....
Signature of lessor

Signature of lessor

Signed by the authorised representative of the lessee.

THE COMMON SEAL of INTOPRINT PTY)
LIMITED (A.C.N. 102 487 016) is affixed in)
accordance with its Constitution in the presence of:)

Signature of authorised person: *[Handwritten signature]*

Print Name of authorised person: TONY PERINI

Office held: DIRECTOR
*

Signature of authorised person:

Print Name of authorised person:

Office held: Director

[Handwritten signature]
Michael Mackay

Signed in my presence by the guarantor who is personally known to me.

[Handwritten signature]
.....
Signature of witness

HEATH MANTON
.....
Name of witness

32 KARCOO RD UMLINA
.....
Address of witness

[Handwritten signature]
.....
Signature of guarantor

(I) STATUTORY DECLARATION

I solemnly and sincerely declare in respect of every option to renew or purchase in Lease No. that the time for exercise of the option has ended; the lessee under that lease has not exercised the option; and a variation of lease extending the term has not been entered into. I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900. Made and subscribed at

in the State of on in the presence of-

.....
Signature of witness

.....
Name of witness

.....
Address of witness

.....
Qualification of witness

.....
Signature of lessor

ANNEXURE A to the Law Society Lease

Landlord: **HORST SCHUERGER and INGRID BARBEL SCHUERGER as trustees for SCHUERGER UNIT TRUST**

Tenant: **INTOPRINT PTY LTD (ACN 102 487 016)**

This annexure consists of 12 pages.

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

SCHEDULE OF ITEMS (continued)

- Item 9 (cl 2.3) (cl 13.7)
 - A. **The guarantor:** Grant Regan
 - B. **Limit of guarantor's liability:** \$ 45,960.00
- Item 10 (cl 3)
 - Additional leased property:** Not Applicable
- Item 11 (cl 4)
 - Option to renew**
 - A. Further period of three (3) years from 28 July 2013 to 27 July 2016
 - B. Further period of nil years from to .
 - C. Maximum period of tenancy under this lease and permitted renewals: 6 years
 - D. First day option for renew can be exercised: 28 January 2013
 - E. Last day option for renew can be exercised: 27 April 2013
- Item 12 (cl 5)
 - Rent**
 - For the lease period:
 - From the commencement date to the first rent review date: \$45,960.00 plus GST per annum by monthly instalments of \$3,830.00 plus GST
 - Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.
 - For the further period in item 11A:
 - From the commencement date to the first rent review date: Same rent as the first term of the lease
 - (for example: Current market rent)
 - Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

.....
.....
.....

.....
.....
.....

For the further period in item 11B: Not Applicable
From the commencement date
to the first rent review date:
(for example: Current market rent)

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

Item 13
(cl 5)

Outgoings

- A. Share of outgoing: As set out in item 13 B below
- B. Outgoings -
 - (a) water and electricity usage;
 - (b) insurance

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

Item 14
(cl 5.1.5)

Interest rate: 9%

Item 15
(cl 5.4)

Rent review

Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show percentage or amount)
Not applicable	Not applicable	

Method 1 is a fixed amount or percentage
 Method 2 is Consumer Price Index.
 Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 16
(cl 6.1)

Permitted use: Manufacture and distribution of printing products, storage of equipment and merchandise relating to printing

Item 17
(cl 8.1.1)

Amount of required public liability insurance: \$10 million

Goods and Services Tax

- A. The rent and all other moneys payable by and on behalf of the tenant under this lease are exclusive of Goods and Services Tax or like impost (GST).
- B. Liability for GST (payable in respect of any taxable supply) is additional. It is payable by the tenant to the landlord at the same time as rent and other moneys are payable.

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Item 18
(cl 15)

Bond or Bank Guarantee

\$12,639.00

Item 19

Right of First Refusal

(cl.16)

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ANNEXURE B to the Law Society LeaseLandlord: **HORST SHUERGER AND INGRID BARBEL SCHUERGER**Tenant: **INTOPRINT PTY LTD (ACN 102 487 016)****CONTENTS**

CLAUSE	SUBJECT	PAGE	CLAUSE	SUBJECT	PAGE
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CLAUSE 1 FORM OF THIS LEASE**What are the parts to this lease?**

- 1.1 There are three parts to this lease - a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.

CLAUSE 2 PARTIES**Who are the parties to this lease?**

- 2.1 The landlord. The landlord is also called the lessor (or in the case of a sublease, the sublessor) and is named on page 1 of this lease.
- 2.2 The tenant. The tenant is also called the lessee (or in the case of a sublease, the sublessee) and is named on page 1 of this lease.
- 2.3 The guarantor, if a guarantor is named in item 9 in the schedule.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY**What property is leased?**

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The landlord's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the landlord) and is described in item 10 in the schedule it is included in the property.

- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The tenant shares the common facilities with the landlord, and with other tenants of the landlord. The landlord can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD

How long is this lease for?

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 11A in the schedule then the tenant has the option to renew this lease for that period.
- 4.3 The tenant can renew this lease more than once if that is stated in item 11B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 11C in the schedule.

- 4.4 The tenant can exercise the option only if -

- 4.5.1 the tenant serves on the landlord a notice of exercise of option not earlier than the first day stated in item 11D in the schedule and not later than the last day stated in item 11E in the schedule;
- 4.5.2 there is at the time of service no rent or outgoing that is overdue for payment; and
- 4.5.3 at the time of service all the other obligations of the tenant have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the landlord.

If this lease is extended by legislation, items 11D and 11E in the schedule are adjusted accordingly.

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

- 4.6 A new lease will be the same as this lease except for -

- 4.6.1 the new rent;
- 4.6.2 the commencement date and the termination date;
- 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 11A and 11B in the schedule in the last lease allowed in item 11 in the schedule;
- 4.6.4 item 11B becoming item 11A;
- 4.6.5 adjustment of item 11C in the schedule; and
- 4.6.6 adjustment of items 11D and 11E in the schedule. The number of days between the dates stated in items 11D and 11E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 11D and 11E in the schedule of this lease and the termination date of this lease are to correspond.

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

CLAUSE 5 MONEY

What money must the tenant pay?

- 5.1 The tenant must pay to the landlord or as the landlord directs -
- 5.1.1 the rent stated in item 12 in the schedule;
 - 5.1.2 the share stated in item 13A in the schedule of those outgoings stated in item 13B in the schedule;
 - 5.1.3 the reasonable cost to the landlord of remedying a default by the tenant;
 - 5.1.4 the reasonable cost to the landlord of dealing with any application by the tenant for the landlord's consent under this lease (whether or not it is given);
 - 5.1.5 interest on these moneys at the rate stated in item 14 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
 - 5.1.6 registration fee for registration of this lease at the Land Titles Office (payable on delivery to the landlord's solicitor of the executed lease);
 - 5.1.7 stamp duty on this lease (payable on delivery to the landlord's solicitor of the executed lease) if not previously paid by the tenant to the Office of State Revenue;
 - 5.1.8 if the tenant defaults, the landlord's reasonable legal costs relating to the default; and
 - 5.1.9 the landlord's reasonable costs and expenses in connection with the preparation of this lease.
 - 5.1.10 Goods and Services Tax as provided for under the heading Goods and Services Tax in Annexure A.

5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.

5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the landlord.

A request for payment can be made -

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

If item 13B in the schedule refers to land tax -

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

When and how is the rent to be reviewed?

5.4 The rent is to be reviewed on the rent review dates stated in item 15 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 15 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

5.5 The tenant must continue to pay rent at the old rate until the new rate is known. After that, the tenant is to pay the new rent from the next rent day. By that rent day the tenant is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the landlord is to refund to the tenant any overpayment of rent.

5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the landlord and the tenant is stated at item 15 in the schedule. The tenant is

entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

5.7 In this case the new rent beginning on each review date is stated in item 15 in the schedule.

Method 2. By reference to Consumer Price Index.

5.8 In this case -

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

The product is the new rent for the year beginning on the review date (\$Y), written as a formula -

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

5.9 The landlord must calculate the new rent after each review date and give the tenant written notice of the new rent.

5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the landlord and the tenant agree to accept the calculations of the landlord's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.

5.11 If the index used to calculate the new rent is discontinued the landlord may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters-

- 5.12.1 the provisions of this lease;
- 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
- 5.12.3 the gross rent, less the landlord's outgoings payable by the tenant;
- 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective tenants of unoccupied retail shops; and
- 5.12.5 the value of goodwill created by the tenant's occupation and the value of tenant's fixtures and fittings are to be ignored.

5.13 The landlord or the tenant can inform the other in writing at least 60 days before the rent review date of the rent that the landlord or tenant thinks will be the current market rent at the review date.

5.14 If the landlord and the tenant agree on a new rent then that rent will be the new rent beginning on the rent review date and the landlord and the tenant must sign a statement saying so.

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

CLAUSE 6 USE

How must the property be used?

- 6.1 The tenant must -
- 6.1.1 use the property for the purpose stated in item 16 in the schedule and not for any other purpose;
 - 6.1.2 open for business at times usual for a business of the kind conducted by the tenant;
 - 6.1.3 keep the property clean and dispose of waste properly; and
 - 6.1.4 comply with all laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the tenant's business there.
- 6.2 The landlord can consent to a change of use and cannot withhold consent unreasonably.
- 6.3 The tenant must not -

- 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium; or
- 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the landlord or to the owner or occupier of any neighbouring property; or
- 6.3.3 hold any auction, bankrupt or fire sale in the property; or
- 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the landlord consents (but the landlord cannot withhold consent unreasonably); or
- 6.3.5 overload the floors or walls of the property.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

- 7.1 The landlord must -
 - 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls, and the floors of the property and must fix structural defects;
 - 7.1.2 maintain the property in a structurally sound condition; and
 - 7.1.3 maintain essential services.

- 7.2 The tenant must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the tenant does not have to -
 - 7.2.1 alter or improve the property; or
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.

- 7.3 The tenant must also -
 - 7.3.1 reimburse the landlord for the cost of fixing structural damage caused by the tenant, apart from fair wear and tear;
 - 7.3.2 maintain and decorate the shop front if the property has one; and
 - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) - 'decorate' here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting.

- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the landlord must do the work unless it is required only because of the way the tenant uses the property. But if it is any other work or is required only because of the way the tenant uses the property then the tenant must do the work.

- 7.5 If the tenant fails to do any work that the tenant must do the landlord can give the tenant a notice in writing stating what the tenant has failed to do. After the notice is given the tenant must -
 - 7.5.1 do the work immediately if there is an emergency; and
 - 7.5.2 do the work promptly and diligently in any other case.

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

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

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the tenant take out?

- 8.1 The tenant must keep current an insurance policy covering -
- 8.1.1 liability to the public in an amount not less than the amount stated in item 17 in the schedule (for each accident or event); and
 - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the landlord, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

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

CLAUSE 9 ACCESS**What are the landlord's rights of access to the property?**

- 9.1 The tenant must give the landlord (or anyone authorised in writing by the landlord) access to the property at any reasonable time for the purpose of-
- 9.1.1 inspecting the condition of the property, or how it is being used; or
 - 9.1.2 doing anything that the landlord can or must do under this lease or must do by law; or
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective tenant not earlier than 6 months before the lease period ends; or
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The landlord must give the tenant at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.

9.3 The landlord must promptly make good any damage caused to the property and to any of the tenant's belongings which results from exercising these rights.

9.4 The tenant must give to the landlord a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

CLAUSE 10 TRANSFER AND SUB-LEASE

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

10.1 The tenant must not transfer this lease without consent.

10.2 The landlord can withhold consent only if -

10.2.1 the proposed transferee proposes to change the use to which the property is put; or

10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or

10.2.3 the tenant has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.

10.3 A request for the landlord's consent to a transfer of lease must be made in writing and the tenant must provide the landlord with such information as the landlord may reasonably require concerning the financial standing and business experience of the proposed transferee.

10.4 Where the property is a retail shop, before requesting the consent of the landlord to a proposed transfer of this lease, the tenant must furnish the proposed transferee with a copy of any disclosure statement given to the tenant in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the tenant was aware or could reasonably be expected to be aware). For the purpose of enabling the tenant to comply with this obligation, the tenant can request the landlord to provide the tenant with a copy of the disclosure statement concerned and, if the landlord is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.

10.5 Where the tenant has complied with clause 10.3 and where required to do so clause 10.4 and the landlord has not within 42 days after the request was made given notice in writing to the tenant either consenting or withholding consent the landlord is taken to have consented.

10.6 The tenant has to pay in connection with any consent the landlord's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.

10.7 Where the property is a retail shop, the tenant can sublet, grant a license or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the tenant's estate or interest in this lease only with the written consent of the landlord which can be refused in the landlord's absolute discretion. Otherwise, the tenant cannot do any of these things.

CLAUSE 11 LANDLORD'S OTHER OBLIGATIONS

What are the landlord's other obligations?

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

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

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

- 12.3.2 have removed any goods and anything that the tenant fixed to the property and have made good any damage caused by the removal.

Anything not removed becomes the property of the landlord who can keep it or remove and dispose of it and charge to the tenant the cost of removal making good and disposal.

- 12.4 If the landlord allows the tenant to continue to occupy the property after the end of the lease period (other than under a new lease) then -

12.4.1 the tenant becomes a monthly tenant and must go on paying the same rent and other money in the same way that the tenant had to do under this lease just before the lease period ended (apportioned and payable monthly);

12.4.2 the monthly tenancy will be on the same terms as this lease, except for -

- clause 4;
- clauses 5.4 to 5.21 inclusive; and
- clause 6.2 unless consent has previously been given;

12.4.3 either the landlord or the tenant can end the monthly tenancy by giving, at any time, one month's written notice to the other expiring on any date; and

12.4.4 anything that the tenant must do by the end of this lease must be done by the end of the monthly tenancy.

- 12.5 Essential terms of this lease include -

12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the landlord, from time to time, accepted late payment);

12.5.2 the obligations of the tenant in clause 5.1.2 (dealing with outgoings);

12.5.3 the obligations of the tenant in clause 6.1 (dealing with use);

12.5.4 the obligations of the tenant in clause 7 (dealing with repairs); and

12.5.5 the obligations of the tenant in clause 10 (dealing with transfer and sub-lease).

- 12.6 If there is a breach of an essential term the landlord can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another tenant on reasonable terms.

- 12.7 The landlord can recover damages even if -

12.7.1 the landlord accepts the tenant's repudiation of this lease; or

12.7.2 the landlord ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or

12.7.3 the tenant abandons possession of the property; or

12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the tenant is named in item 9A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.

- 13.2 The guarantor guarantees to the landlord the performance by the tenant of all the tenant's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.

- 13.3 If the tenant does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the landlord on demand even if the landlord has not tried to recover payment from the tenant.
- 13.4 If the tenant does not perform any of the tenant's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the landlord even if the landlord has not tried to recover compensation from the tenant.
- 13.5 If the tenant is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the landlord for any damage suffered by the landlord because of the disclaimer. The landlord can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another tenant on reasonable terms.
- 13.6 Even if the landlord gives the tenant extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 9B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the tenant is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

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

CLAUSE 15 BOND OR BANK GUARANTEE

15.1 Bond

The tenant will on or before the signing of this Lease if required by the landlord pay to the landlord a bond in the amount of \$12,639.00 which bond will be refunded to the tenant on the termination of this Lease and vacation of the Premises by the tenant provided that the landlord will be entitled to deduct from the bond or apply the same towards the satisfaction of any amount that may be payable to the landlord as a result of this Lease and provided further any such deduction will not be deemed to waive any breach by the tenant. The tenant will not be entitled to apply the bond as part of any rent without the prior written consent of the landlord.

OR

15.2 Bank Guarantee

The tenant will if requested by the landlord on or before the signing of this Lease arrange for the issue of a Bank or other institution approved by the landlord of a guarantee in favour of the landlord for an amount of

\$12,639.00 and containing such terms and conditions as are acceptable to the landlord and which the landlord may determine in its absolute discretion.

16. **Right of First Refusal**

In the event of any offer acceptable to Lessor, or to Lessor's successor in interest, at any time or times during the term hereof, for the sale of the premises or for a lease to commence upon the expiration or earlier termination of the term hereof, the Lessor, prior to acceptance thereof, shall give the Lessee, with respect to each such offer, written notice thereof and a copy of said offer including the name and address of the proposed purchaser or lessee; and Lessee shall have the option and right of first refusal for thirty (30) days after receipt of such notice within which to elect to purchase or lease the Premises, as the case may be, on the terms of said offer. If Lessee shall elect to purchase or lease the Premises pursuant to the option and first refusal herein granted, it shall give notice of such election within such thirty (30) day period. Lessee's failure at any time to exercise its option under this paragraph shall not affect this lease and the continuance of Lessee's rights and options under this and any other paragraph herein.

Signature of Lessor

Signature of witness:

Name of witness:

Address of witness:

*

[Handwritten signature]

ANNA CHRISTIE

2310/4 DAYDREAM ST
WARRIEWOOD
ADMINISTRATIVE OFFICER.

[Handwritten signature]

Signature of Lessor

[Handwritten signature]

Signature of Lessor

Signature of Lessee

THE COMMON SEAL of INTOPRINT PTY LIMITED)
(ACN 102 487 016))

is affixed in accordance with its Constitution in the presence of:

Signature of authorised person:

Print Name of authorised person:

Office held:

*

[Handwritten signature]

TONY PERAINI

DIRECTOR

Signature of authorised person:

Print Name of authorised person:

Office held:

DIRECTOR

[Handwritten signature] Michael Mabrey