

Contract for the sale of land - 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	LJH Commercial Sutherland Shire 551 Kingsway Miranda NSW 2228 P.O. Box 330 MIRANDA NSW 1490	Phone 9525 9300 Fax 9526 1824 Ref Mitch Pistola
Co-agent	Not Applicable	
Vendor	ANDREW BOYD OFFORD and JUSTYNE JULIA OFFORD 36 Lady Wakehurst Drive, Offord NSW 2508	
Vendor's Solicitor	OWEN HODGE LAWYERS Level 17, 264 George Street, Sydney NSW 2000 DX 11344 HURSTVILLE	Phone (02) 9570 7844 Fax (02) 9570 9021 Ref RMH:BLM:233938
Completion date	42nd day after the date of this Contract 16TH DECEMBER 2011. (clause 15)	
Land (Address, plan details and title reference)	UNIT 13, 17 CEMETERY ROAD, HELENSBURGH BUSINESS PARK, HELENSBURGH Lot 13 in Strata Plan 85867 Folio Identifier 13/SP85867	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies
Improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Industrial Unit	
Attached copies	<input checked="" type="checkbox"/> Documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> Other documents: Finishes Schedule	

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

Inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			

Exclusions

Purchaser **ALDRED PTY LTD (ACN 152 542 428) AS TRUSTEE FOR THE ALDRED SUPERANNUATION FUND** **WIGRAM**
Unit 41, 150 Wigram Road, Forest Lodge NSW 2037

Purchaser's Solicitor **Kydon Segal Lawyers**
DX 22705 KINGSFORD

Phone 9344 2000
Fax 9314 1862
Ref George Vlahakis

Price \$ **220,000.00 -**

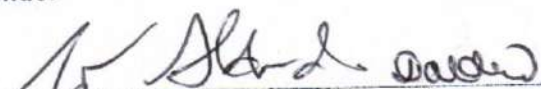
Deposit \$ ~~22,000.00~~ **20,000.00** (10% of the price, unless otherwise stated)

Balance \$ ~~198,000.00~~ **200,000.00**

Deposit to be invested NO YES

Contract date (if not stated, the date this contract was made)

Vendor

Purchaser 

GST AMOUNT (optional)
The price includes
GST of: \$20,000.00


Witness

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 YES in full yes to an extent

GST: Taxable supply NO YES

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 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS - Name, address and telephone number
Noble Homes International Pty Ltd, P.O. Box 306 Helensburgh NSW 2508 - Ph: 4294 9131, Fax: 4294 4131

List of Documents

General	Strata or community title (clause 23 on the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 24 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 25 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i>
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 27 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 28 strata management statement
<input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 29 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 30 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 8 sewerage connections diagram	<input type="checkbox"/> 31 plan creating neighbourhood property
<input type="checkbox"/> 9 sewer mains diagram	<input type="checkbox"/> 32 neighbourhood development contract
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 33 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 34 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 35 plan creating precinct property
<input type="checkbox"/> 13 section 317A certificate (certificate of compliance)	<input type="checkbox"/> 36 precinct development contract
<input type="checkbox"/> 14 building certificate given under <i>legislation</i>	<input type="checkbox"/> 37 precinct management statement
<input type="checkbox"/> 15 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 38 property certificate for community property
<input type="checkbox"/> 16 brochure or note (Home Building Act 1989)	<input type="checkbox"/> 39 plan creating community property
<input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1992)	<input type="checkbox"/> 40 community development contract
<input type="checkbox"/> 18 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 41 community management statement
<input type="checkbox"/> 19 other document relevant to tenancies	<input type="checkbox"/> 42 document disclosing a change of by-laws
<input type="checkbox"/> 20 old system document	<input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 Crown tenure card	<input type="checkbox"/> 44 document disclosing a change in boundaries
<input type="checkbox"/> 22 Crown purchase statement of account	<input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)
<input type="checkbox"/> 23 Statutory declaration regarding vendor duty	

WARNINGS

- 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	Mines 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.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- 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.
- 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.
- The purchaser should arrange insurance as appropriate.

DISPUTES

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

AUCTIONS

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

WARNING SWIMMING POOLS

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

WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

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

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 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: ANDREW BOYD OFFORD and JUSTYNE JULIA OFFORD

AND: ALDRED PTY LTD (ACN 152 542 428) AS TRUSTEE FOR THE ALDRED SUPERANNUATION FUND

For the purchase of the property known as: UNIT 13, 17 CEMETERY ROAD, HELENSBURGH BUSINESS PARK, HELENSBURGH

The terms of the printed contract to which these Special Conditions are annexed shall be read subject to these Special Conditions. If there is a conflict these Special Conditions shall prevail.

1. ACKNOWLEDGMENTS

- (a) The Purchaser acknowledges that in entering into this agreement the Purchaser has not relied on any conduct of, statement, representation or warranty made or given by or on behalf of the Vendor other than those set out in this Contract.
- (b) The Purchaser has in entering into this Contract to purchase the Property relied completely on the Purchaser's own inspections, enquiries and advice.
- (c) This Contract constitutes the entire agreement between the Purchaser and the Vendor.
- (d) No warranties have been made by the Vendor in relation to the suitability or fitness for any purpose of the Property, or about any financial return to be derived from the Property.

2. AGENT

The Purchaser warrants to the Vendor that he was not introduced to the property by any agent other than the agent referred to on the front of this Contract (if any), nor was any other agent the effective cause of this sale. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of this sale. This condition shall not merge on completion.

3. AMENDMENTS TO PRINTED FORM OF CONTRACT

The printed form of the Contract for Sale of Land is amended as follows:-

- (a) Clauses 3, 14.4, 23.9, 23.18, 28 and 29 are deleted.
- (b) Clause 7.1.1 is amended by deleting "5%" and inserting "\$500.00".
- (c) Clause 15 is amended by inserting the words "making time of the essence of this contract and calling for completion not less than fourteen (14) days from the date of service." at the end of the clause.
- (d) Clause 16.5 is amended by deleting the words "plus another 20% of that fee."

- (e) Clause 16.7 is amended by deleting the words "cash (up to \$2,000.00)".
- (f) Clause 16.8 is amended by deleting "\$10.00" and inserting "\$5.00".
- (g) The definition of settlement cheque in Clause 1 is amended by deleting the words "a building society, credit union or other FCA institution as defined in Cheques Act 1986;".

4. **PARTY DYING, BECOMING MENTALLY ILL OR BANKRUPT**

Should either party (or if there be more than one, if any of them) die, become mentally ill or enter into any arrangement with creditors pursuant to Part X of the Bankruptcy Act 1966 (or being a company become insolvent or have a Receiver, Manager or Liquidator appointed or call a meeting of its creditors for the purpose of entering into any arrangement with creditors) before completion of this contract, then the other party may rescind this contract by notice in writing and this contract shall then be at an end and the provisions of Clause 19 hereof shall apply. Should any of such events occur giving rise to a right to rescind under this clause, such right of rescission must be exercised within 21 days (time being of the essence) of the party exercising the right receiving notice of the happening of such event.

5. **LIQUIDATED DAMAGES**

If the Purchaser does not complete this contract by the completion date, in addition to the balance purchase money, the Purchaser must pay:

- (a) an amount calculated as 10% per annum interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this contract is completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest on the purchase money and liability for rates and outgoings.
- (b) the sum of \$385.00 to cover the legal costs and other expenses incurred as a genuine pre-estimate of those additional costs and expenses in the event that the Vendor issues a Notice to Complete.

6. **FOREIGN INVESTMENT**

The Purchaser warrants that the approval of the Foreign Investment Review Board ("FIRB") is not required for this purchase and indemnifies the Vendor against any penalties, costs or damages whatsoever suffered as a breach of this warranty. This special condition will not merge on completion.

7. **ADJUSTMENTS**

If separate assessments of Council, ~~Water and Sewerage~~ rates have not been issued as at the date of completion in respect to the subject lot then the purchaser hereby agrees to accept the sum of \$1,000.00 as being the Council Rates ~~and the sum of \$800.00 as being the Water Rates~~ payable for the current and subsequent years on the subject lot until the separate assessments form the appropriate authorities. The rates are to be adjusted between the

Vendor and the Purchaser in accordance with Clause 14 of the contract on a paid basis for all years including settlement.

The Purchaser acknowledges that the amount to be adjusted under printed clause 23.5.3 of the Contract will include all insurances effected for the Owners Corporation.

8. DEFECTS WARRANTY

- (a) Any defects or faults due to faulty materials or workmanship which may appear in the property and notice of which are served on the Vendor immediately prior to the expiration of the period of six (6) months after the Completion Date will be rectified by the Vendor within a reasonable time after receipt of such notice. The Purchaser shall not be entitled to delay completion in respect of any such defects.
- (b) Sub-Clause (a) shall not apply to, nor include normal maintenance, normal wear and tear, minor shrinkage and minor settlement cracks.
- (c) The making good of defects or other faults not arising from defective materials and/or improper workmanship shall be entirely at the discretion of the Vendor, notwithstanding any discussions agreements or representations by the Vendor, Vendor's Agent or Solicitor.

9. NO SEPARATE DRAINAGE DIAGRAM

- (a) The Purchaser acknowledges that the drainage diagram annexed to this contract is the only one currently available from Sydney Water.
- (b) Notwithstanding any other clause or provision in this Contract to the contrary the Purchaser shall not be entitled to make any objection requisition or claim for compensation in relation to anything disclosed in any subsequently issued diagram or the location of such services.

10. SECURITY BOND

No bond or bank guarantee will be sufficient to discharge the obligations of the Purchaser to pay the deposit to the depositholder, unless that bond or bank guarantee;

- (a) Has no expiry date; and
- (b) Is in a form which has been approved in writing by the Vendor prior to the date of this Contract.

11. NO CAVEAT

It is an essential term of this Contract that the Purchaser must not lodge a caveat on the title to the Property or any other part of the land of which the Property is part.

12. SELLING AND LEASING ACTIVITIES

The Purchaser acknowledges that both before and after Completion, the Vendor will conduct selling and leasing activities in respect of other units in the development, including the placing of advertising signs at the development, and the Purchaser will make no requisition claim or objection in relation to those activities.

13. ~~LAND TAX~~

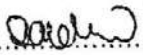
~~The Purchaser must pay to the Vendor a land tax adjustment on completion and the amount of land tax to be adjusted shall be apportioned on a unit entitlement basis in accordance with the amount actually assessed for the whole of the property subject to the plan of strata subdivision by the Land Tax Commissioner and paid by the Vendor for the current land tax year. If land tax is assessed and paid for only part of the lots remaining in the Strata Scheme then the figure to be adjusted shall be the amount actually paid divided by the number of lots remaining.~~

14. GUARANTEE AND INDEMNITY

It is an essential term of this Contract that, where the Purchaser is a corporation, its directors who have executed this Contract below ("the Guarantors") must personally guarantee to the Vendor the due performance of all of the obligations of the Purchaser under this Contract, including but not limited to payment of the Price and all other monies payable to the Vendor.

The Guarantors also agree to indemnify the vendor from and against any liability whatsoever which may arise from a breach of this Contract by the Purchaser.

This Guarantee and Indemnity is a principal and primary obligation of the Guarantors in favour of the Vendor and will not be affected in any way by any time or indulgence granted to the Purchaser by the Vendor in respect of the Purchaser's obligations.


.....
Guarantor Signature

David Kenneth Aldred
.....
Guarantor Name


.....
Guarantor Signature

Colin Douglas Aldred
.....
Guarantor Name

FINISHES SCHEDULE FOR HELENSBURGH BUSINESS PARK

Factory Units – General

Concrete Floor

Concrete Precast/Tilt-up wall panels

Colourbond Metal roofing

Colourbond Metal cladding

Motorised roller shutter door with powder coat finish or similar

Electric Hot Water System

3 x Double power points – 240v – to perimeter walls

High Bay lighting

3 Phase – 63 Amp per phase

Roof pitching point of 6 metres

Office Mezzanine

Area is enclosed with Gyprock/Concrete walls

Low Sheen acrylic paint finish

Suspended ceiling tiles with Fluorescent lighting

Aluminium framed glass windows

Telephone junction cable – 10 Lines

Amenities

WC – Single Toilet, hand basin, mirror, ceramic tiled floor and splashback, polished chrome taps + accessories

Shower – Single shower, ceramic tiled floor and walls, framed glass shower screen, polished chrome taps + accessories

Kitchenette – Laminate benchtop + cupboards, stainless steel sink with mixer tap, ceramic tiled splashback and double 240V GPO

Factory Units - External

External acrylic paint finish

Powder coated aluminium window and door frames to architects selection

Colourbond metal cladding to architects selection

Concrete Paved Car Spaces – all spaces are lined, marked and numbered

Concrete Paved driveways and truck turning areas

Landscaping to all landscape areas

MJB SEARCHING & REGISTRATION SERVICES PTY LTD

Level 3, 122 Castlereagh Street, Sydney NSW 2000. Phone: 0418 963 798 Fax: 02 9570 6862

<http://www.michaelbain.gxs.com.au>

Note: Information contained in this document is provided by GlobalX Information Services Pty Ltd (ABN 99 073 436 414)
www.globalx.com.au an approved broker.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 13/SP85867

SEARCH DATE	TIME	EDITION NO	DATE
4/10/2011	12:16 PM	1	28/9/2011

LAND

LOT 13 IN STRATA PLAN 85867
AT HELENSBURGH
LOCAL GOVERNMENT AREA WOLLONGONG

FIRST SCHEDULE

ANDREW BOYD OFFORD
JUSTYNE JULIA OFFORD
AS JOINT TENANTS

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP85867
- 2 AE94971 MORTGAGE TO BANK OF WESTERN AUSTRALIA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Owen Hodge Lawyers

PRINTED ON 4/10/2011

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

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP85867

SEARCH DATE	TIME	EDITION NO	DATE
4/10/2011	12:22 PM	1	28/9/2011

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 85867
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT HELENSBURGH
LOCAL GOVERNMENT AREA WOLLONGONG
PARISH OF HEATHCOTE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP85867

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 85867
ADDRESS FOR SERVICE OF NOTICES:
21 CEMETERY ROAD
HELENSBURGH 2508

SECOND SCHEDULE (7 NOTIFICATIONS)

- ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- LAND EXCLUDES MINERALS - EXCEPTED IN GOVERNMENT GAZETTE 17/09/2004 FOLIO 7599 - SEE MEMORANDUM T447400
- DP1109163 RESTRICTION(S) ON THE USE OF LAND
- DP1109163 POSITIVE COVENANT
- DP1147123 EASEMENT FOR DRAINAGE OF WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- AG486027 RESTRICTION(S) ON THE USE OF LAND
- AG486028 EASEMENT FOR PADMOUNT SUBSTATION AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 85867

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 69	2	- 69	3	- 69	4	- 69
5	- 69	6	- 69	7	- 69	8	- 69
9	- 36	10	- 34	11	- 34	12	- 34
13	- 34	14	- 34	15	- 34	16	- 34
17	- 34	18	- 34	19	- 34	20	- 36
21	- 36						

END OF PAGE 1 - CONTINUED OVER

Owen Hodge Lawyers

PRINTED ON 4/10/2011

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP85867

PAGE 2

NOTATIONS

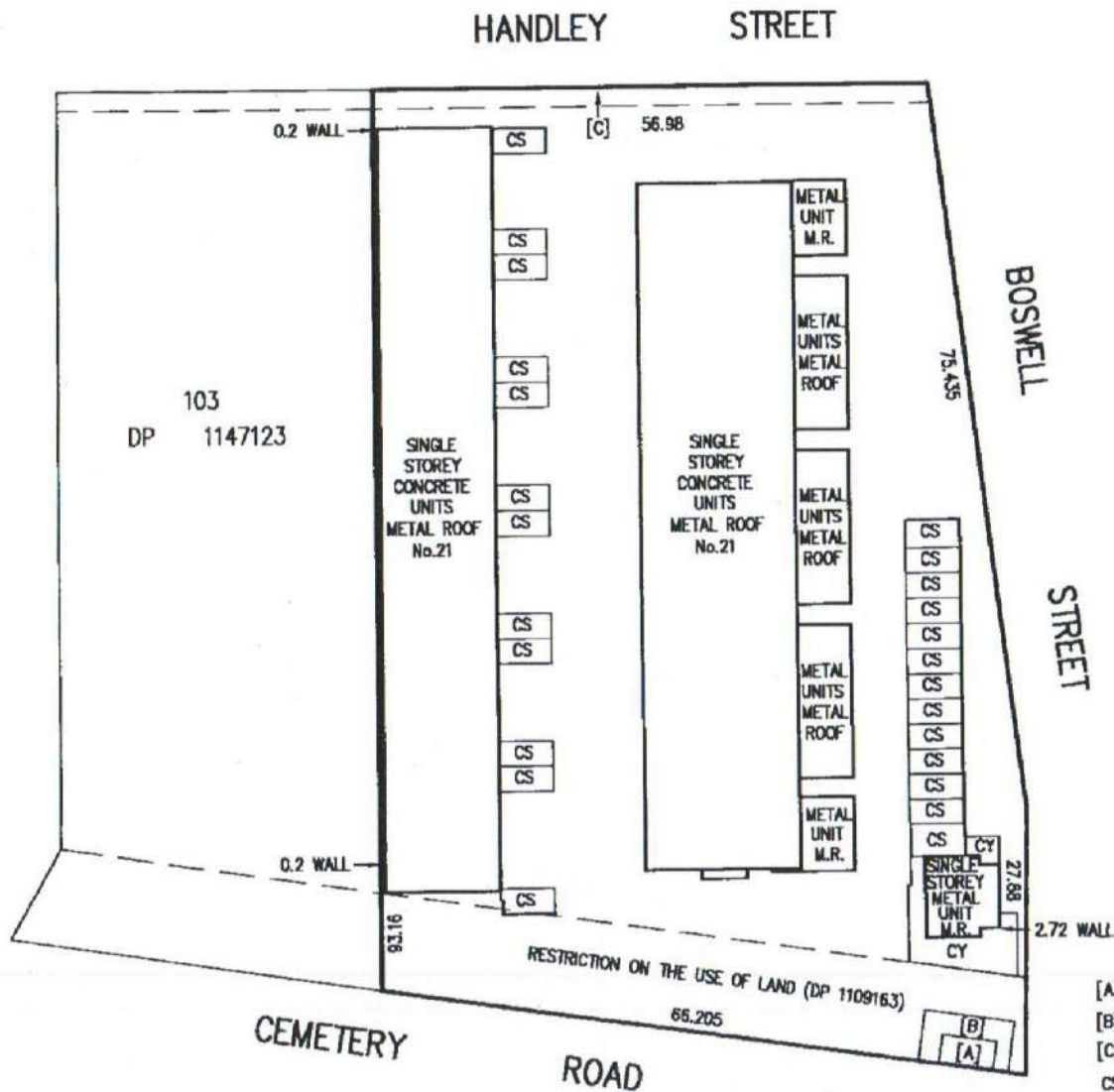
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Owen Hodge Lawyers

PRINTED ON 4/10/2011


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- [A] EASEMENT FOR PADMOUNT SUBSTATION WIDE - AG486028
- [B] RESTRICTION ON THE USE OF LAND WIDE - AG486027
- [C] EASEMENT FOR DRAINAGE OF WATER 2 WIDE (DP 1147123)
- CS DENOTES CAR SPACE
- CY DENOTES COURTYARD
- M.R. DENOTES METAL ROOF

LOCATION PLAN

Surveyor: CRAIG ROBSON
 Surveyor's Ref: 10503
 Subdivision No: 165/2011
 Lengths are in metres. Reduction Ratio 1:500

REGISTERED
 28.9.2011

SP 85867

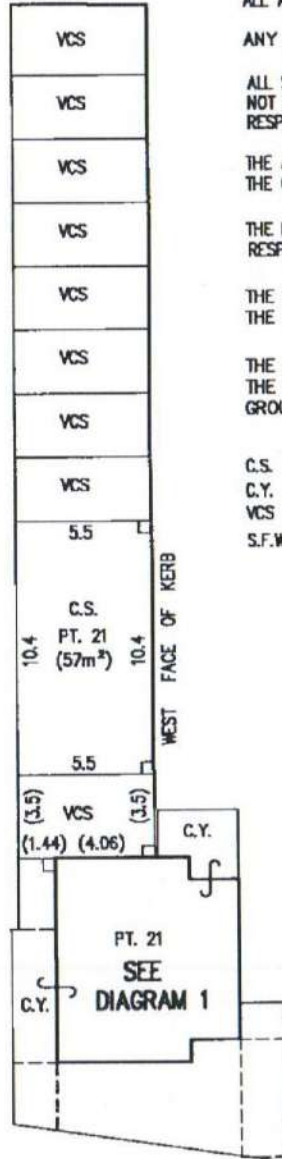
Req:R834915 /Doc:SP 0085867 P /Rev:28-Sep-2011 /Sta:SC.OK /Prt:29-Sep-2011 12:27 /Pgs:ALL /Seq:1 of 7
Ref:Owen Hodge Lawyers /Src:P



Reg: R834915 / Doc: SP 0085867 P / Rev: 28-Sep-2011 / Sta: SC.OK / Prt: 29-Sep-2011 12:27 / Egs: ALL / Seq: 2 of 7
 Ref: Owen Rodge Lawyers / Src: P

SEE	PT. 5	SHEET 3	PT. 5
PT. 4 (139m ²) TOTAL 230m ²	5.5		5.5
	C.S.		C.S.
PT. 3 (139m ²) TOTAL 230m ²	7.86		7.86
	PT. 4 (44m ²)		PT. 4 (44m ²)
PT. 2 (139m ²) TOTAL 230m ²	5.5		5.5
	(2.09)		(2.09)
PT. 1 (130m ²) TOTAL 217m ²	5.5		5.5
	C.S.		C.S.
	8.01		8.01
	PT. 3 (44m ²)		PT. 3 (44m ²)
	5.5		5.5
	7.87		7.87
	PT. 2 (44m ²)		PT. 2 (44m ²)
	5.5		5.5
	(2.1)		(2.1)
	5.5		5.5
	C.S.		C.S.
	7.37		7.37
	PT. 1 (40m ²)		PT. 1 (40m ²)
	5.5		5.5
	S.F.W.P.		S.F.W.P.
	(0.1)		(0.1)

COMMON PROPERTY
(ELECTRICAL SERVICES)



ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

ALL STRUCTURES WITHIN THE STRATUM OF THE COURTYARDS NOT SHOWN OR REFERRED TO IN THE PLAN FORM PART OF THEIR RESPECTIVE LOT WITH THE EXCEPTION OF COMMON SERVICES.

THE AWNING WITHIN THE COURTYARD OF LOT 21 IS PART OF ITS LOT. THE GREASE ARRESTER WITHIN THE COURTYARD OF LOT 21 IS PART OF ITS LOT.

THE HEIGHT OF THE CAR SPACES IS RESTRICTED TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND FLOOR EXCEPT WHERE COVERED.

THE DEPTH OF THE COURTYARDS EXTENDS TO 3 BELOW THE UPPER SURFACE OF ITS RESPECTIVE GROUND FLOOR UNIT.

THE HEIGHT OF THE COURTYARD EXTENDS TO 10 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE GROUND FLOOR UNIT EXCEPT WHERE COVERED.

C.S. DENOTES CARSPACE
 C.Y. DENOTES COURTYARD
 VCS DENOTES VISITOR CAR SPACE
 S.F.W.P. DENOTES SOUTH FACE OF WALL PRODUCED.

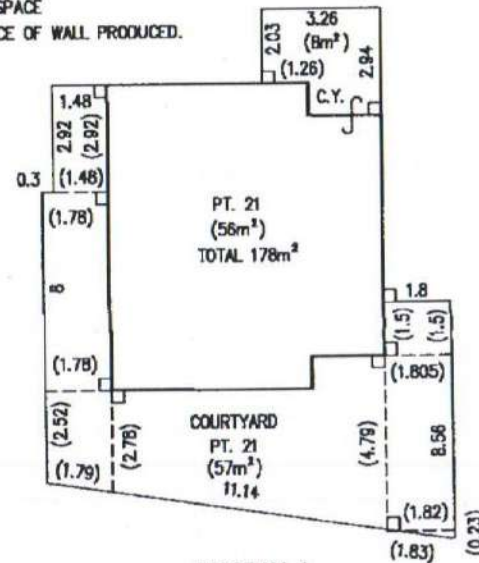
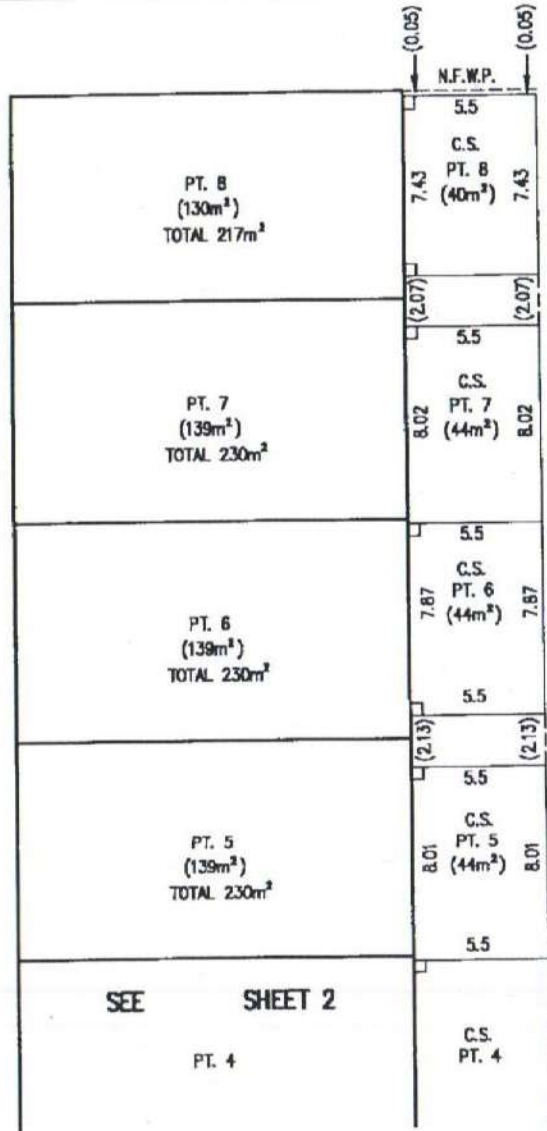


DIAGRAM 1
1:300

GROUND FLOOR

Surveyor: CRAIG ROBSON Surveyor's Ref: 10503 Subdivision No: 165/2011 Lengths are in metres. Reduction Ratio 1:200	REGISTERED  28.9.2011	SP 85867
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Req: R894915 / Doc: SP 0085867 P / Rev: 28-Sep-2011 / Sts: SC.OK / Prt: 29-Sep-2011 12:27 / Fgs: ALL / Seq: 3 of 7
Ref: Owen Hodge Lawyers / Src: P



C.S. DENOTES CAR SPACE

N.F.W.P. DENOTES NORTH FACE OF WALL PRODUCED.

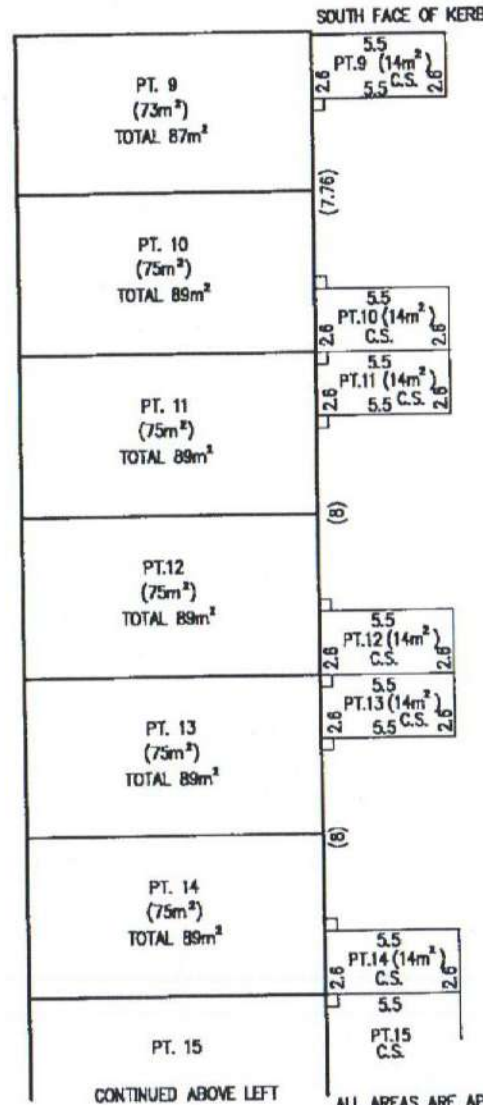
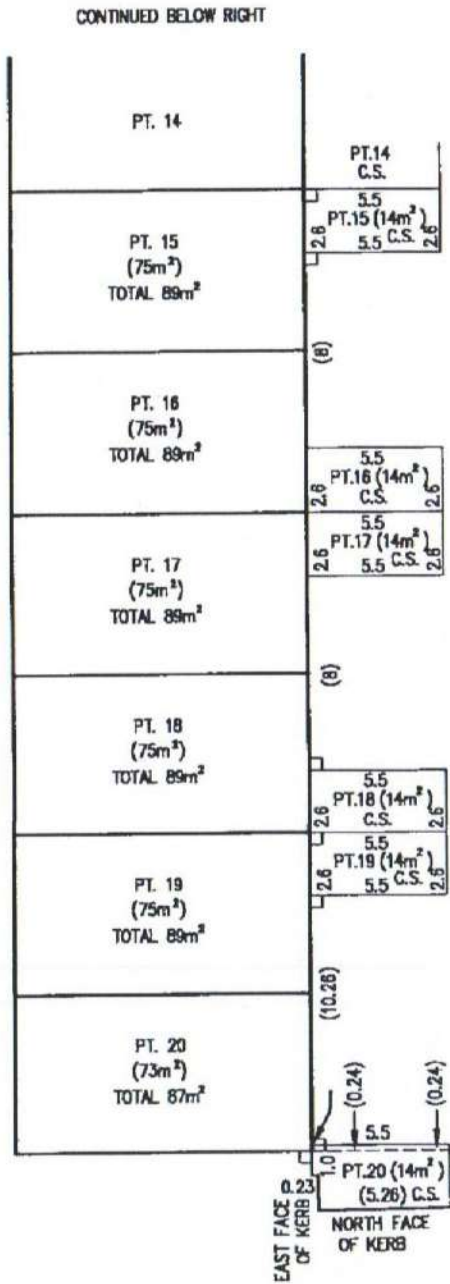
THE HEIGHT OF THE CAR SPACES IS RESTRICTED TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND FLOOR EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

GROUND FLOOR

Surveyor: CRAIG ROBSON Surveyor's Ref: 10503 Subdivision No: 165/2011 Lengths are in metres. Reduction Ratio 1:200	REGISTERED  28.9.2011	SP 85867
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Reg: RB34915 / Doc: SP 0085667 2 / Rev: 28-Sep-2011 / Sta: SC.OK / Prt: 29-Sep-2011 12:27 / Pgs: ALL / Seq: 4 of 7
 Ref: Owen Hodge Lawyers / Src: P



GROUND FLOOR

C.S. DENOTES CAR SPACE

ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

THE HEIGHT OF THE CAR SPACES IS RESTRICTED TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND FLOOR EXCEPT WHERE COVERED.

Surveyor: CRAIG ROBSON
 Surveyor's Ref: 10503
 Subdivision No: 165/2011
 Lengths are in metres. Reduction Ratio 1: 200

REGISTERED
 28.9.2011

SP 85867



CONTINUED BELOW RIGHT

PT. 6

PT. 5
(47m²)

PT. 4
(47m²)

PT. 3
(47m²)

PT. 2
(47m²)

PT. 1
(47m²)

PT. 8
(47m²)

PT. 7
(47m²)

PT. 6
(47m²)

PT. 5

CONTINUED ABOVE LEFT



MEZZANINE LEVEL

ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

Surveyor: CRAIG ROBSON
Surveyor's Ref: 10503
Subdivision No: 165/2011
Lengths are in metres. Reduction Ratio 1:200

REGISTERED
28.9.2011

SP 85867

Req:R834915 /Doc:SP 0085867 P /Rev:28-sep-2011 /Sts:SC.OK /Prt:29-Sep-2011 12:27 /Pgs:ALL /Seq:5 of 7
Ref:Owen Hodge Lawyers /Src:P

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

STRATA PLAN FORM 3 (Part 1) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET


Sheet 1 of 2 sheet(s)

* OFFICE USE ONLY

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No 85867
 No. 21 CEMETERY ROAD HELENSBURGH 2508

SP 85867

Registered:  28.9.2011
 Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 104 IN D.P. 1147123

~~Model by laws adopted for this scheme~~
~~Keeping of animals: Option AB/C~~
 * Schedule of By-laws in 3 sheets filed with plan
~~No By-laws apply~~
 * strike out whichever is inapplicable


Strata Certificate

(1) ~~The Council of~~
 * The Accredited Certifier: ANTHONY ALLEN
 * Accreditation No. RP52004
 has made the required inspections and is satisfied that the requirements of,
 * (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,
 * (b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1973 and clause 30A Strata Schemes (Leasehold Development) Regulation 2007,~~
 have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

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

* (3) ~~The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~

* (4) The building encroaches on a public place and;
 * (a) The Council does not object to the encroachment of the building beyond the alignment of.....
 * (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

* (5) This approval is given on the condition that the use of lot(s)
 ^are created as utility lots in accordance with section 25 of the Strata Schemes (Freehold Development) Act 1973 or section 26 of the Strata Schemes (Leasehold Development) Act 1986.
 Date: 3/9/11
 Subdivision No. 165/2011
 Relevant Development Consent No. DA-2008/1832
 Issued by: WOLLONGONG COUNCIL 

~~Authorized Person / General Manager / Accredited Certifier~~
 * Strike through if inapplicable
 ^ Insert lot numbers of proposed utility lots

LGA: WOLLONGONG
 Locality: HELENSBURGH
 Parish: HEATHCOTE
 County: CUMBERLAND

Surveyor's Certificate

CRAIG ROBSON
 of C. ROBSON & ASSOCIATES PTY LTD
PO BOX 93 CORRIMAL 2518
 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that

(1) each applicable requirement of
 * Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
~~* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~ has been met;

~~(2) * (a) the building encroaches on a public place;
 * (b) the building encroaches on land (other than a public place);
 and an appropriate easement has been created by
 to permit the encroachment to remain;~~

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

Signature: C. Robson
 Date: 9 AUGUST 2011

* Strike through if inapplicable
 ^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement.

SURVEYORS REFERENCE: 10503

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

STRATA PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 104 IN D.P. 1147123

SP 85867

Registered:  28.9.2011

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 165/2011

Date: 3/9/11

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

SCHEDULE OF UNIT ENTITLEMENT	
LOT NUMBER	ENTITLEMENT
1	69
2	69
3	69
4	69
5	69
6	69
7	69

SCHEDULE OF UNIT ENTITLEMENT	
LOT NUMBER	ENTITLEMENT
8	69
9	36
10	34
11	34
12	34
13	34
14	34

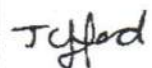
SCHEDULE OF UNIT ENTITLEMENT	
LOT NUMBER	ENTITLEMENT
15	34
16	34
17	34
18	34
19	34
20	36
21	36
TOTAL	1000

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

(if insufficient space use additional annexure sheet)

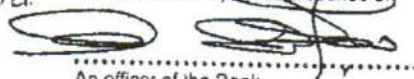


Andrew offord

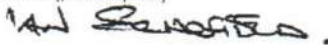


Justyne offord

EXECUTED by BANK OF WESTERN AUSTRALIA LTD ABN:22 050 494 454 by its duly constituted Attorney under Power of Attorney No. Book 4306 No.952 dated 10 April 2001 who has no notice of revocation of such Power of Attorney in the presence of



An officer of the Bank
Name (please print)



BANK OF WESTERN AUSTRALIA LTD by its Attorney


Signature

ROBERT CREECH Business Development Manager
Name and Title (please print)

SURVEYORS REFERENCE: 10503

SP85867

Approved Form 27

ePlan

BY-LAWS

**INSTRUMENT SETTING OUT THE TERMS OF SPECIAL BY-LAWS
TO BE CREATED UPON REGISTRATION OF THE STRATA PLAN**

Industrial Model By-Laws 1 to 15 are adopted for this scheme

Plus Special By-Law 16 to 19 herewith under Division 4 Section 52 of the Strata Scheme Management Act 1996.

BY-LAW 16 External Signage

That the owners for the time being of each lot be conferred with exclusive use and enjoyment of that part of the common property being the signboard located on the exterior of their lot for the purposes of erecting and displaying their business name signage subject to the following conditions:

- a) Unit 1 to be limited to the signboard attached to the western wall, the signboard attached to the eastern wall and the glass entry door and the signboard attached to the southern wall;
- b) Units 2- 8 to be limited to the signboard attached to the western wall, and the signboard attached to the eastern wall and eastern glass entry door;
- c) Units 9-20 to be limited to the signboard attached to the eastern wall;
- d) Each owner will be responsible for the property maintenance and keeping in a state of good and serviceable repair, the said signage and the common property to which it is attached without expense to the Owners Corporation;
- e) The work is undertaken by a licensed tradesman;
- f) The sign shall not be of an incongruous or unsightly nature having regard to the character and use of the complex;
- g) The sign is to be removed at the owner's expense upon the owner or occupier vacating the building.

BY-LAW 17 Air Conditioning

That the owners for the time being of each lot be conferred with exclusive use and enjoyment of that part of the common property specified for the purposes of mounting air conditioning condensers:

SP85867

ePlan

- a) Units 1-8 condensers to be mounted on the eastern wall at a high level underneath the mezzanine office flooring, and are to be encased by suitable protective screening;
- b) Units 9-20 condensers are to be located on the roof of the respective lot.

BY-LAW 18 Lot Entry Allocations

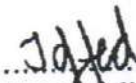
That the owners for the time being of Lots 9-20 are permitted to install shopfront windows in front of the roller door subject to the following conditions:

- a) Any additions must be in keeping with the appearance of the rest of the building, including the use of anodized aluminium frames to match existing profiles, tinted glazing to match existing glass, and cladding above windows/doors to be zincalume custom orb.
- b) Plans for the proposed installation are to be submitted to the owners corporation at least 14 days prior to the commencement of work.


BY-LAW 19 Exclusive Use

The owner for the time being of lot 20 has exclusive use of the area shown in Annexure 'A'


.....
Andrew Boyd Offord



.....
Justyna Julia Offord

EXECUTED by BANK OF WESTERN AUSTRALIA LTD ABN 22 050 494 454 by its duly constituted Attorney under Power of Attorney No. Book 4305 No. 959 dated 10 April 2001 who has no notice of revocation of such Power of Attorney in the presence of:


.....
An officer of the Bank
Name (please print)

I AM SIGNED

) BANK OF WESTERN AUSTRALIA LTD by its Attorney


.....
Signature

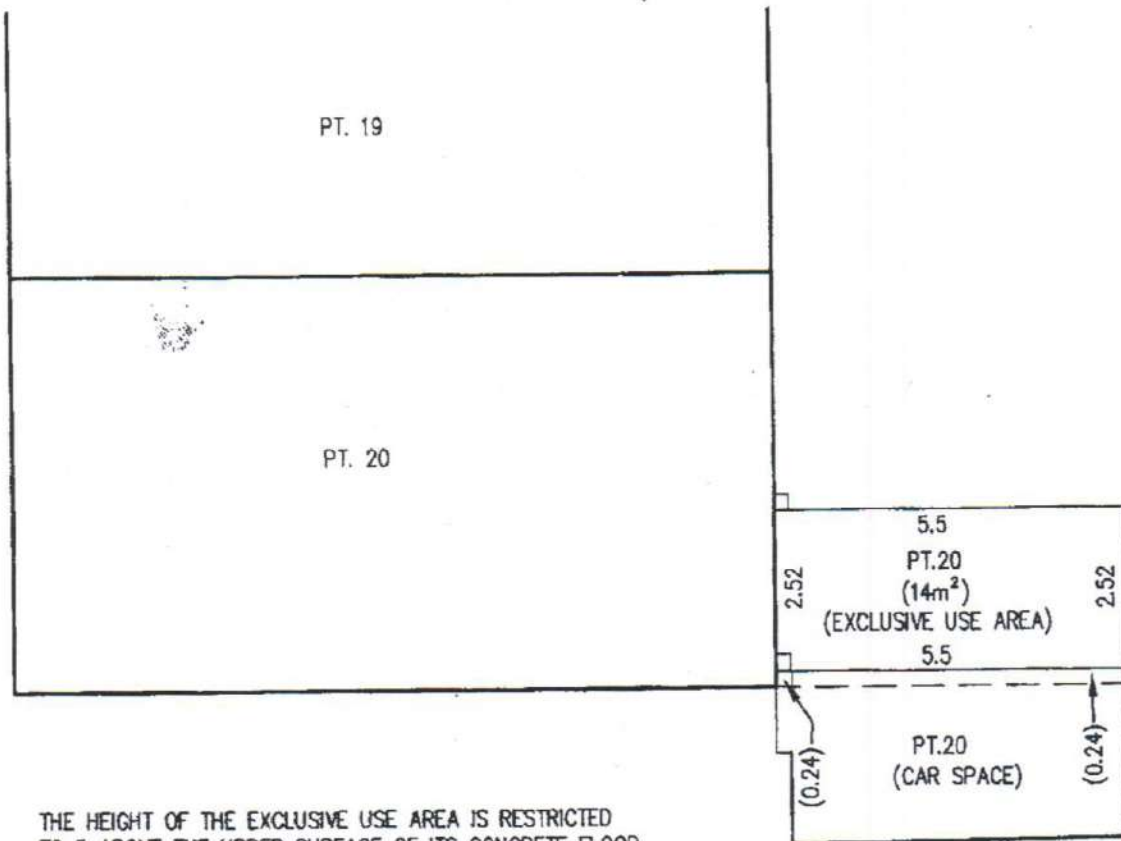
ROBERT WROZENTKE Business Development Manager
.....
Name and Title (please print)

SP85867


ePlan


ANNEXURE 'A'
SKETCH ANNEXED TO BY-LAW 19

EXCLUSIVE USE AREA

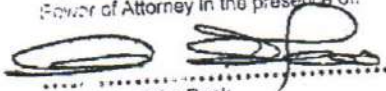


THE HEIGHT OF THE EXCLUSIVE USE AREA IS RESTRICTED TO 5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR.


ANDREW BOYD OFFORD


JUSTYNE JULIA OFFORD

EXECUTED by BANK OF WESTERN AUSTRALIA LTD ABN-22 050 494 454 by its duly constituted Attorney under Power of Attorney No. Book 4305 No.959 dated 10 April 2001 who has no notice of revocation of such Power of Attorney in the presence of:


An Officer of the Bank
Name (please print)
A. SORDRELLA

BANK OF WESTERN AUSTRALIA LTD by its Attorney

SHEET 3 OF 3


Signature

ROBERT GREENHOUSE Business Development Manager
Name and Title (please print)

REGISTERED 28.9.2011



22 FEB 1983 09:34 T447400



MEMORANDUM

Q	1 of 1	-
NO FEE		

THIS MEMORANDUM DESCRIBES THE NATURE OF THE MINERALS WHICH ARE EXPRESSED TO BE EXCLUDED FROM THOSE FOLIOS OF THE REGISTER AS REFER TO THIS MEMORANDUM.

Stannis
REGISTRAR GENERAL.



DESCRIPTION OF MINERALS

The minerals which are excepted from a resumption of Crown land pursuant to the provisions of the Public Works Act, 1912 on or after 30th October, 1967.

LODGED BY

REGISTRAR GENERAL'S OFFICE
SYDNEY.

DELIVERY BOX NO: 10 v

Filed in the Office of the REGISTRAR GENERAL
on 28/2 1983.

Stannis
Registrar General



PLANFORM 2

Plan Drawing only to appear in this space.

OFFICE USE ONLY

SIGNATURES AND SEALS ONLY

SIGNED BY SEAN O'TOOLE AS DELEGATE OF THE NSW LAND AND HOUSING CORPORATION AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION

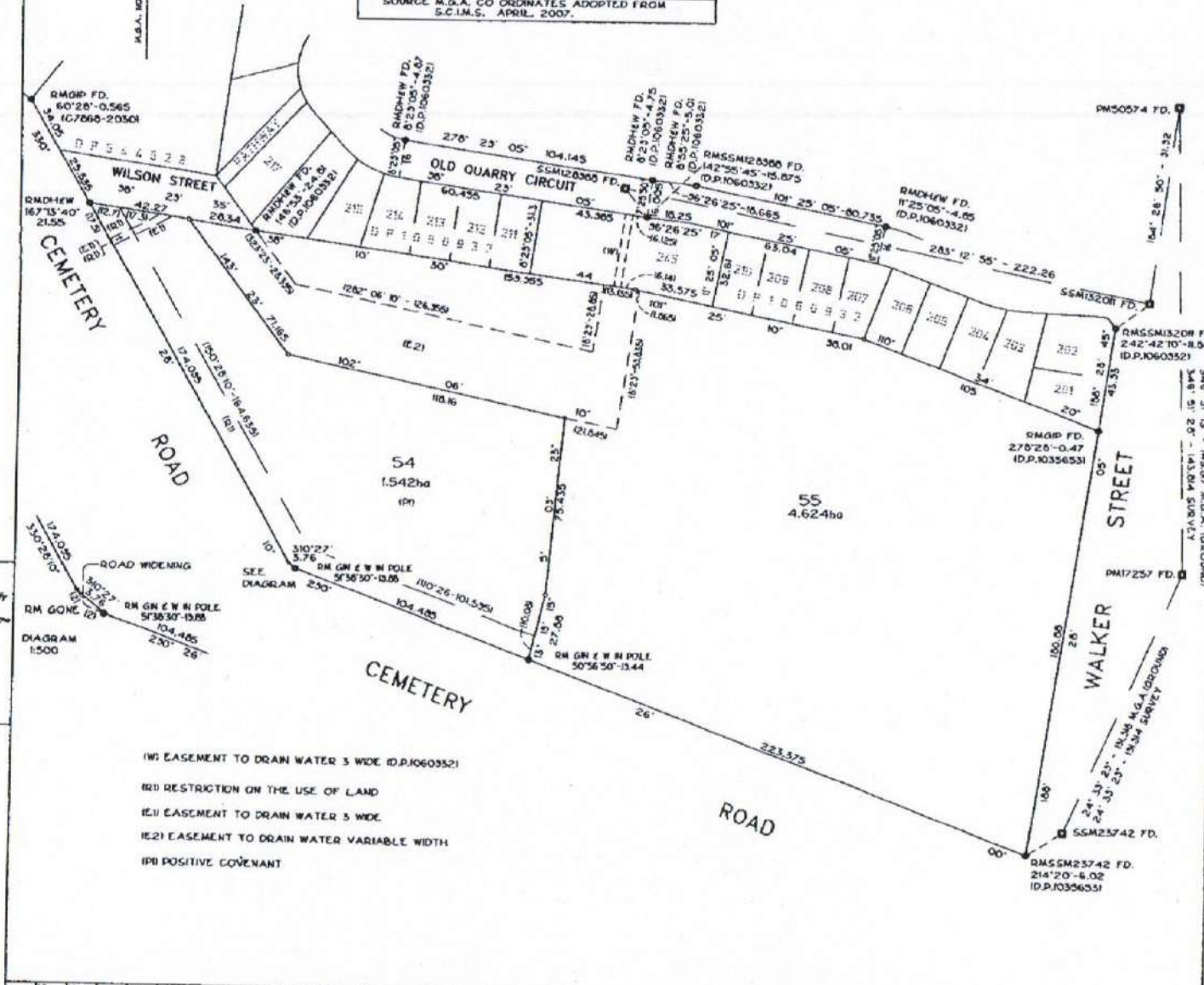
No Seal

IN THE PRESENCE OF:
B. O'Brien

SURVEYING REGULATION 2006 CLAUSE 6R(2)

M.G.A. CO ORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM25742	313 885.464	6 215 635.834	56	B	Z
PM17257	313 345.351	6 215 074.243	56	B	Z
PM30574	313 352.642	6 214 014.235	56	B	Z
SSM1208 FD.	313 305.716	6 215 322.660	56	B	NA
SSM120300 FD.	313 653.344	6 215 373.471	56	B	NA

COMBINED SEA LEVEL AND SCALE FACTOR 0.323305
SOURCE M.G.A. CO ORDINATES, ADOPTED FROM S.C.I.M.S. APRIL 2007.



DP1109163

Registered: 10 7 2007
 CA: SEE CERTIFICATE
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref Map: TN. HELENSBURGH (11)
 Last Plan: DP 1095657

PLAN OF SUBDIVISION OF LOT 1 IN D.P.1035653

Lengths are in metres Reduction Ratio 1:1250
 L. G. A.: WOLLONGONG
 SUBURB: HELENSBURGH
 PARISH: HEATHCOTE
 COUNTY: CUMBERLAND

This is sheet 1 of my plan in (delete if inapplicable) sheets
 Survey Certificate
 Surveying Regulation 2006
 I, IAN WILSON MERS OF WILSON SURVEYS PTY.LTD.
 a land manager registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate and has been made in accordance with the Surveying Regulation, 2006 and was completed on 27 April 2007.
 The survey relates to Lot 1 in 2 30
 (State exactly the lot actually surveyed, or specify any line shown in the plan that is not the subject of the survey)
 I, *I. Wilson*
 Local Surveyor registered under the Surveying Act, 2002.
 Declaration: SMO37142 to Part 7237 Type Urban
 Plans used in preparation of survey.
 D.P.1060352
 D.P.1035653

PLANS FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 AS AMENDED IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND IN
2. EASEMENT TO DRAIN WATER 3 WIDE
3. EASEMENT TO DRAIN WATER VARIABLE WIDTH
4. POSITIVE COVENANT

IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS ROAD

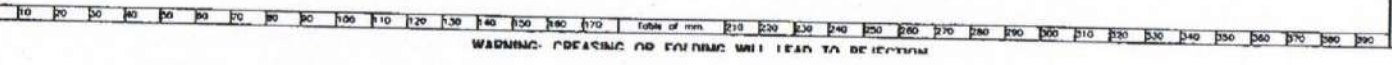
Department of Lands Approval
 I, _____ in approving this plan certify
 Authorized Officer:
 that all necessary approvals in regard to the allocation of the land shown herein have been given.
 Signature _____
 Date: _____
 File No: _____
 Office: _____

Subdivision Certificate
 I certify that the provisions of a table of the (Environmental Planning and Assessment Act 1979) have been satisfied in relation to the proposed _____
 (Insert 'subdivision' or 'road')

 Council Authority: *Wollongong City Council*
 Date of endorsement: *3/6/07*
 Amendment No: _____
 Subdivision Certificate No: *SC 2007166*
 File No: _____

When this plan is to be lodged electronically in the Land Title Office, it should include a signature in an electronic or digital format approved by the Registrar General.
 (Circle signature to be included)

- (W) EASEMENT TO DRAIN WATER 3 WIDE (D.P.1060352)
- (R) RESTRICTION ON THE USE OF LAND
- (E) EASEMENT TO DRAIN WATER 3 WIDE
- (E2) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (P) POSITIVE COVENANT



Req:R047940 /Doc:DP 1109163 P /Rev:11-Jul-2007 /Sta:SC-OK /Prt:24-Jun-2009 13:48 /Pgs:ALL /Seq:1 of 1

WARNING: COPIASING OR FALSIFYING WILL LEAD TO PROSECUTION

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1109163**

Plan of Subdivision of Lot 1 in DP1035653 covered by Subdivision Certificate No. 2007/66

Full name and address
of the owner of the land:

Landcom
330 Church Street, PARRAMATTA NSW 2150

(Sheet 1 of 2 Sheets)

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lots(s), road(s), bodies or Prescribed Authorities:
1.	Restriction on the use of Land	54	Wollongong City Council
2.	Easement to Drain Water 3 wide (E1)	54	Wollongong City Council
3.	Easement to Drain Water variable width (E2)	55	54
4.	Positive Covenant (P1)	54	Wollongong City Council

Part 2 (Terms)

1. **Terms of Restriction on the use of Land (R1) numbered one** in the above mentioned plan.

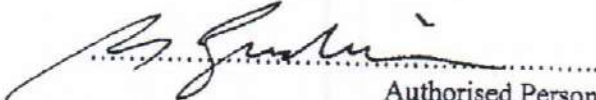
No development or removal of vegetation will be permitted within the area designated (R1) on the abovementioned plan without the approval of Wollongong City Council.

2. **Terms of Positive Covenant (P1) fourthly referred to in the abovementioned plan.**

The owner of the lot burdened will maintain the area designated (P1) on the abovementioned plan as an outer protection area asset protection zone in accordance with "Planning for Bushfire Protection, 2001".

Name of authority whose consent is required to release, vary or modify restriction and easements numbered one, two and three in the abovementioned plan.

Wollongong City Council.


.....
Authorised Person
Wollongong City Council
9

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1109163**

Plan of Subdivision of Lot 1 in DP1035653 covered by Subdivision Certificate No. 2007/166

Full name and address of the owner of the land:

Landcom
330 Church Street, PARRAMATTA NSW 2150

(Sheet 2 of 2 Sheets)

Signed by me *S*
as DELEGATE of ~~Landcom~~ New South Wales Land & Housing Corporation who hereby declares that he has no notice of the revocation of the delegation in the presence of:

)
)
)
)
)

Witness *B. Othmann*

Name of Witness *Belinda Othmann*
Address *Level 2, 330 Church Street*
Parramatta NSW 2150

S
~~LANDCOM~~ *NO Look*
New South Wales Land & housing Corporation
By its delegate

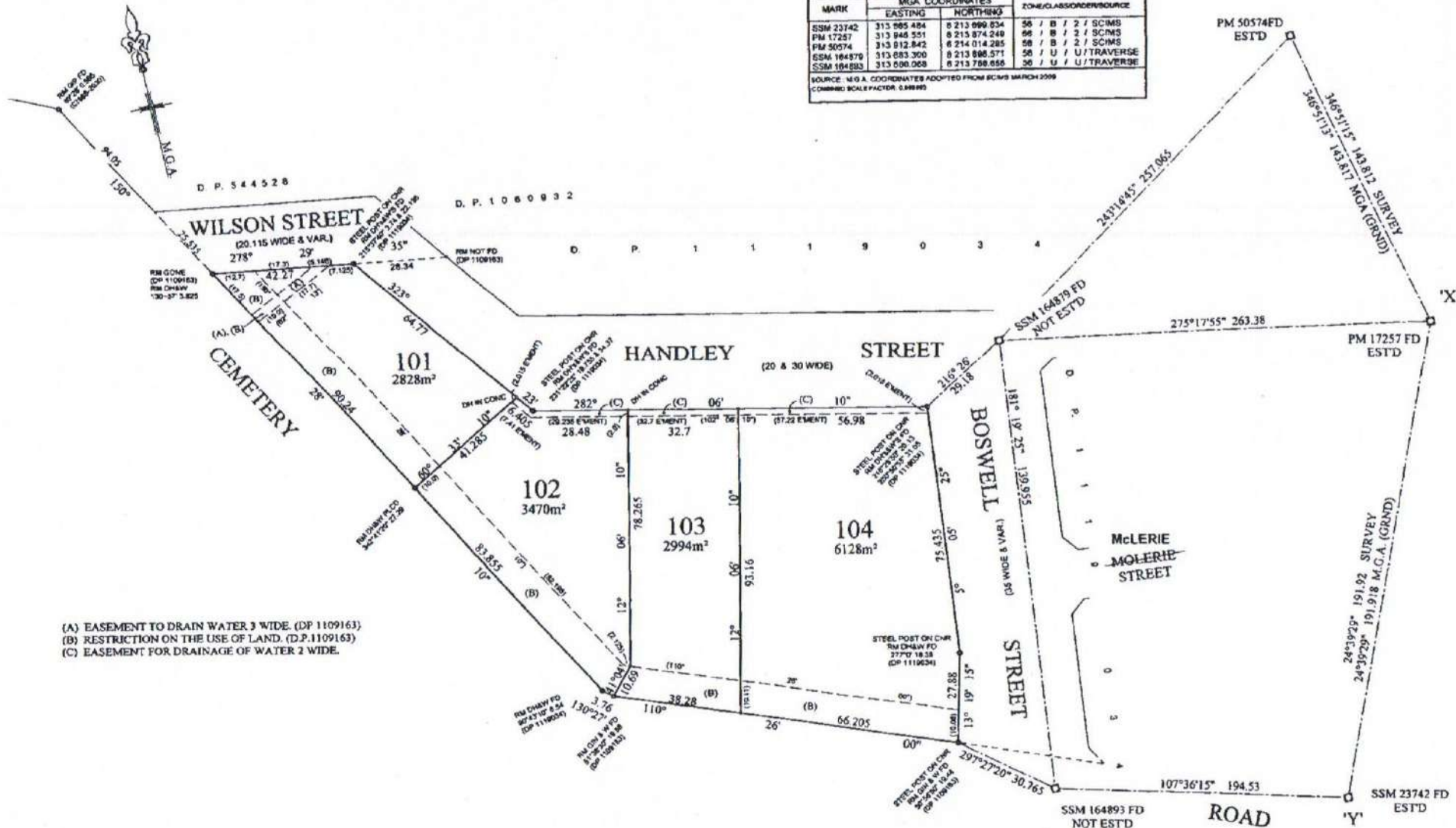
REGISTERED  *10.7.2007*

[Signature]
.....
Authorised Person
Wollongong City Council
S

PLAN FORM 2 (A2)

SURVEYING REGULATION 2008 CLAUSE 61(2) & 38 (1)(b)			
MARK	MGA COORDINATES		ZONE/CLASS/ORDER/SOURCE
	EASTING	NORTHING	
SSM 23742	313 985 484	6 213 999 534	56 / B / 2 / SCIMS
PM 17257	313 846 551	6 213 874 248	56 / B / 2 / SCIMS
PM 50574	313 912 842	6 214 014 285	56 / B / 2 / SCIMS
SSM 164879	313 683 300	6 213 686 571	56 / U / U / TRAVERSE
SSM 164893	313 686 068	6 213 788 656	56 / U / U / TRAVERSE

SOURCE: M.G.A. COORDINATES ADOPTED FROM SCIMS MARCH 2009
CONVERSION SCALE FACTOR: 0.999 999



- (A) EASEMENT TO DRAIN WATER 3 WIDE. (DP 1109163)
- (B) RESTRICTION ON THE USE OF LAND. (D.P.1109163)
- (C) EASEMENT FOR DRAINAGE OF WATER 2 WIDE.

Surveyor: MURRAY SMITH
8 RAILWAY ST, BULLI.
Date of survey: 15/04/2009
Surveyor's ref: 9742-DP

PLAN OF SUBDIVISION OF LOT 54
D.P. 1109163

L.G.A.: WOLLONGONG
Locality: HELENSBURGH
Subdivision no.: SC-2009/92
Lengths are in metres.
Reduction ratio 1: 800

Registered
18-01-2010

DP1147123 P

Reg: R228442 /Doc:DP 1147123 P /Rev:18-Jan-2010 /SLs:SC.OK /Prt:05-Mar-2010 13:54 /Pgs:ALL /Seq:1 of 3
Ref: Owen Hodge Lawyers /9cc:P

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 54 D.P. 1109163

DP1147123

Registered:



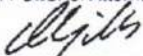
18-01-2010


* OFFICE USE ONLY

Subdivision Certificate No: SC-2009/92

Date of Endorsement: 20.11.09

Execution by the Financial institution:
EXECUTED by BANK OF WESTERN AUSTRALIA
LTD ABN 22 050 494 454 by its constituted
Attorney under Power of Attorney Book 4305 No 959
Dated 10 April 2001 who has no notice of revocation of
such Power of Attorney in the presence of


.....
An Officer of the Bank
Name TARA GIBBS


.....
Signature DENNIS FITZGERALD

Instrument setting out terms of Easements or Profits à Prendre intended to be created pursuant to Section 88B of the Conveyancing Act, 1919.



DP1147123 B

(Sheet 1 of 2 sheets)

Plan of Subdivision of Lot 54
D.P. 1109163 covered by Subdivision
Certificate No. **92** of **2009**

**Full name and address
the owner of the land :**

**ANDREW BOYD OFFORD
and JUSTYNE JULIA OFFORD**
of 36 Lady Wakehurst Drive
OTFORD N.S.W. 2508.

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s) :	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Drainage of Water 2 wide.	104	101, 102, 103
		103	101, 102
		102	101

Part 2 (Terms)

Terms of Easement numbered 1 in the plan:

Easement for Drainage of Water as set out in Part 8 of Schedule 8 of the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify easement numbered 1 in the plan.

Wollongong City Council

Signed in my presence by
ANDREW BOYD OFFORD who
is personally known to me:

Proprietor

**DENNIS SMITH
SURVEYOR
PO BOX 12
BULLI 2516**

General Manager/Authorised Officer
AUTHORISED OFFICER

(Sheet 2 of 2 sheets)

DP1147123

Plan of Subdivision of Lot 54
D.P. 1109163 covered by Subdivision
Certificate No. 92 of 2009

Signed in my presence by
JUSTYNE JULIA OFFORD who
is personally known to me:

J Offord

Proprietor

[Handwritten Signature]

**DENNIS SMITH
SURVEYOR
PO BOX 12
BULLI 2516**

**DENNIS SMITH
SURVEYOR
PO BOX 12
BULLI 2516**

Execution by the Financial Institution:
EXECUTED by BANK OF WESTERN AUSTRALIA
LTD ABN 22 050 494 454 by its constituted
Attorney under Power of Attorney Book 4305 No 959
Dated 10 April 2001 who has no notice of revocation of
such Power of Attorney in the presence of

.....
An Officer of the Bank
Name

.....
Signature

Execution by the Financial Institution:
EXECUTED by BANK OF WESTERN AUSTRALIA
LTD ABN 22 050 494 454 by its constituted
Attorney under Power of Attorney Book 4305 No 959
Dated 10 April 2001 who has no notice of revocation of
such Power of Attorney in the presence of

[Handwritten Signature]
.....
An Officer of the Bank
Name **TARA GIBBS**

[Handwritten Signature]
.....
Signature **DUNN'S FULLERTON**

REGISTERED  18-01-2010

[Handwritten Signature]
.....
General Manager/Authorised Officer

Form: 13RPA
Release: 2.3
www.lpma.nsw.gov.au

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**
New South Wales
Section 88E(3) Conveyancing Act 1919



AG486027M

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** 104/1147123

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any C ROBSON & ASSOCIATES PTY LTD P.O. BOX 93 CORRIMAL NSW 2518 Reference: 10503	CODE RV
-------------------------------------	---	-------------------

(C) **REGISTERED PROPRIETOR** Of the above land
ANDREW BOYD OFFORD / JUSTYNE JULIA OFFORD

(D) **LESSEE MORTGAGEE or CHARGE** Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AE 94971	BANK OF WESTERN AUSTRALIA LIMITED

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919
ENDEAVOUR ENERGY ABN 59 253 130 878

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure 'B' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 19 August 2011

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *D Pears*
Name of witness: Deborah Pears
Address of witness: 41-51 Huntingwood Dr
HUNTINGWOOD NSW 2148

Signature of authorised officer: *A Kavaliuskas*
Name of authorised officer: Anthony Kavaliuskas
Position of authorised officer: Endeavour Energy Manager Network Connections
Power of Attorney: Book 4613 No 641

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

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

Signature of witness: *Michael King*
Name of witness: Michael King
Address of witness: 38 Murrumbidgee Rd
Stanwell Park NSW 2508

Signature of Registered Proprietor: *[Signature]*

(H) The mortgagee under mortgage No. AE 94971 agrees to be bound by this restriction. I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: *[Signature]*
Name of witness: Ian Sudsien
Address of witness: 115 Commercial Rd
KINGSGROVE NSW

Signature of mortgagee: *[Signature]*

ANNEXURE 'A' PLAN OF RESTRICTION ON THE USE OF LAND OVER LOT 104 IN D.P. 1147123

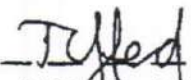


REDUCTION RATIO 1:200

[A] RESTRICTION ON THE USE OF LAND

CITY : WOLLONGONG
LOCALITY : HELENSBURGH
PARISH : HEATHCOTE
COUNTY : CUMBERLAND


ANDREW BOYD OFFORD


JUSTINE JULIA OFFORD


Anthony Kavaliauskas
Solicitor
L. 2 by his Attorney
ROBERT WOODRIDGE
No. merged Title (please print)
BUSINESS REGISTRATION NUMBER

RESTRICTION ON THE USE OF LAND (DP 1109163)

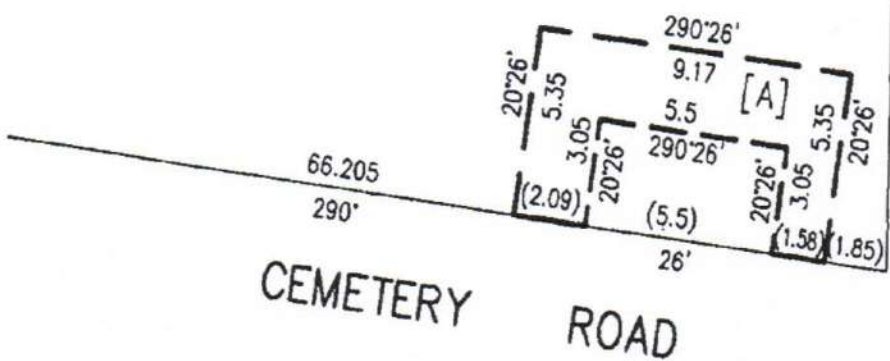
104

D.P. 1147/123

27.88
35'
19'
13'

EXECUTED by **BOSWELL**
AUSTRALIA LTD. AGY 22 03 00
by its duly constituted Attorney-in-Fact
Power of Attorney No. B551 4305
No. 959 dated 10 April 2001
who has no notice of revocation of such
Power of Attorney in the possession of

An officer of the Bank
Name: (please print)
IAN SUTcliffe



CEMETERY ROAD

CRAIG ROBSON
SURVEYOR REGISTERED UNDER
THE SURVEYING ACT AND
SPATIAL INFORMATION ACT 2002

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

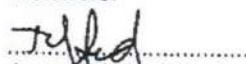
ANNEXURE "B"

TORRENS TITLE	Torrens Title	
	104/1147123 (as regard to that part of the land shown as (A) in Annexure "A")	
REGISTERED PROPRIETOR	ANDREW BOYD OFFORD / JUSTYNE JULIA OFFORD	
RESTRICTION	Restriction on the Use of Land shown as (A) in Annexure "A"	
PRESCRIBED AUTHORITY	Endeavour Energy ABN 59 253 130 878	

- 1.0 No building shall be erected or permitted to remain within the restriction site unless:
- 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
 - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating
- and the owner provides the prescribed authority benefited with an engineer's certificate to this effect.
- 2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 3.0 Definitions:
- 3.1 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
 - 3.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
 - 3.3 "erect" includes construct, install, build and maintain.
 - 3.4 "restriction site" means that part of the lot burdened affected by the restriction on the use of land shown as (A.) in "Annexure A".


 Andrew Boyd Offord

Transferor


 Justyne Julia Offord

Transferor

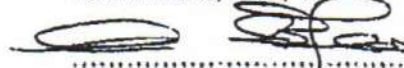


Prescribed Authority

EXE ~~ANTHONY B. KAVALAS~~
 AUSTRALIA LTD AGY 22001
 by its duly constituted Authority
 Power of Attorney No. 2011/430
 No.959 dated 10 April 2011
 who has no notice or intimation of such
 Power of Attorney in the presence of

1) OFFICE OF THE REGISTRAR OF DEEDS
 2) DEPT OF TREASURY
 3) DEPT OF JUSTICE
 4) DEPT OF WATER
 5) DEPT OF ENVIRONMENT AND HERITAGE
 6) DEPT OF TRANSPORT
 7) DEPT OF EDUCATION
 8) DEPT OF HEALTH
 9) DEPT OF SENIORS, DISABILITY AND EQUAL OPPORTUNITIES
 10) DEPT OF COMMUNITY DEVELOPMENT
 11) DEPT OF LOCAL GOVERNMENT
 12) DEPT OF REGIONAL DEVELOPMENT
 13) DEPT OF RURAL INDUSTRIES
 14) DEPT OF METEOROLOGY
 15) DEPT OF AGRICULTURE, FISHERIES AND FORESTRY
 16) DEPT OF MINING AND PETROLEUM
 17) DEPT OF ENERGY
 18) DEPT OF ENVIRONMENTAL PROTECTION
 19) DEPT OF ENVIRONMENTAL AND NATURAL RESOURCES
 20) DEPT OF ENVIRONMENTAL AND NATURAL RESOURCES
 21) DEPT OF ENVIRONMENTAL AND NATURAL RESOURCES
 22) DEPT OF ENVIRONMENTAL AND NATURAL RESOURCES
 23) DEPT OF ENVIRONMENTAL AND NATURAL RESOURCES
 24) DEPT OF ENVIRONMENTAL AND NATURAL RESOURCES
 25) DEPT OF ENVIRONMENTAL AND NATURAL RESOURCES


 Signature


 An officer of the Court
 Name (please print)

Robert Abentel
 Name and title (please print)
 Business Development Manager

Form: 01TG
Release: 1.2
www.lpi.nsw.gov.au

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900



AG486028K

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

Servient Tenement 104/1147123	Dominant Tenement EASEMENT IN GROSS
----------------------------------	--

(B) LODGED BY

Delivery Box <i>W</i>	Name, Address or DX and Telephone C ROBSON & ASSOCIATES PTY LTD P.O. BOX 93 CORRIMAL NSW 2518 Reference: 10503	CODE TG
--------------------------	--	-------------------

(C) TRANSFEROR

ANDREW BOYD OFFORD / JUSTYNE JULIA OFFORD

(D)

The transferor acknowledges receipt of the consideration of \$ 1.00
and transfers and grants

(E) DESCRIPTION OF EASEMENT

EASEMENT FOR PADMOUNT SUBSTATION AS SHOWN AS (A) IN ANNEXURE 'A' AND WITH
TERMS AS SHOWN IN ANNEXURE 'B'

out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable):

(G) TRANSFEREE

ENDEAVOUR ENERGY ABN 59 253 130 878

DATE 19 August 2011

(H)

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

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

Signature of witness:

Signature of transferor:

Name of witness:
Address of witness:

M King MICHAEL KING
37 Murrumbidgee Rd
Stanwell Park
NSW 2508

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

Certified correct for the purposes of the Real Property
Act 1900 by the person(s) named below who signed
this instrument pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness:
Address of witness:

D Rears
Deborah Rears
41-51 Huntingwood Dr
HUNTINGWOOD NSW 2148

A Kavaliuskas
Anthony Kavaliuskas
Manager Network Connections
Endeavour Energy
4613
-No.: 641

ANNEXURE 'A' PLAN OF EASEMENT FOR PADMOUNT SUBSTATION OVER LOT 104 IN D.P. 1147123



REDUCTION RATIO 1:200

[A] EASEMENT FOR PADMOUNT SUBSTATION

CITY : WOLLONGONG
LOCALITY : HELENSBURGH
PARISH : HEATHCOTE
COUNTY : CUMBERLAND

[Signature]
ANDREW BOYD OFFORD

[Signature]
JUSTYNE JULIA OFFORD

[Signature]
Anthony Kavaliauskas

.....
Suzanne
ROBERT C. SWEET
Name and Title (please print)
Business Development Manager

.....
C. Robson
Name (please print)
[A] Surveyor

CRAIG ROBSON
SURVEYOR REGISTERED UNDER
THE SURVEYING ACT AND
SPATIAL INFORMATION ACT 2002

RESTRICTION ON THE USE OF LAND (DP 1109163)

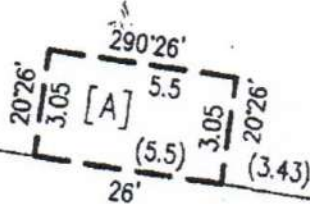
104

D.P. 1147123

27.88
19'
35'
13'

BOSWELL STREET

CEMETERY ROAD



66.205
290'

TRANSFER GRANTING EASEMENT

ANNEXURE " B "

TORRENS TITLE	Torrens Title	Dominant
	104/1147123	Easement In Gross
TRANSFEROR	ANDREW BOYD OFFORD / JUSTYNE JULIA OFFORD	
EASEMENT	Easement for padmount substation, shown as [A] in Annexure ".A."	
TRANSFeree	Endeavour Energy ABN 69 263 130 878	


- 1 The transferee may:
 - 1.1 install electrical equipment within the easement site,
 - 1.2 excavate the easement site to install the electrical equipment,
 - 1.3 use the electrical equipment for the transmission of electricity,
 - 1.4 enter the servient tenement using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - 1.5 trim or remove any vegetation from the servient tenement that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
 - 1.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
- 2 In exercising its rights under this easement the transferee will take reasonable precautions to minimise disturbance to the servient tenement and will restore the servient tenement as nearly as practicable to its original condition.
- 3 The transferor agrees that it will not:
 - 3.1 Install or permit to be installed any services or structure within the easement site,
 - 3.2 alter the surface level of the easement site, or
 - 3.3 do or permit anything to be done that restricts access to the easement site by the transfereewithout the written permission of the transferee and in accordance with such conditions as the transferee may reasonably impose.
- 4 The transferee will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the servient tenement.
- 5 Definitions:
 - 5.1 **easement site** means that part of the servient tenement that is affected by this easement.
 - 5.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.

TRANSFER GRANTING EASEMENT

ANNEXURE " B"

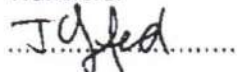
TORRENS TITLE	Torrens Title	Dominant
	104/1147123	Easement In Gross
TRANSFEROR	ANDREW BOYD OFFORD / JUSTYNE JULIA OFFORD	
EASEMENT	Easement for padmount substation, shown as [A] in Annexure ".A."	
TRANSFeree	Endeavour Energy ABN 59 253 130 878	

- 5.3 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 5.4 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 5.5 **structure** includes building, wall, retaining wall, carport, driveway, fence and swimming pool; but excludes garden furniture and garden ornament.
- 5.6 **transferee** means Endeavour Energy and its successors (who may exercise its rights by any persons authorised by it).
- 5.7 **transferor** means the registered proprietor of the servient tenement and its successors (including those claiming under or through the transferor).



Andrew Boyd Offord

Transferor



Justyne Julia Offord

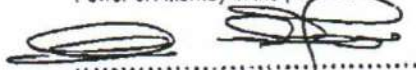
Transferor



Transferee

Anthony Kavaliauskas

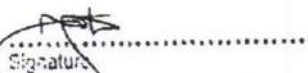
EXECUTED by BANK OF WESTERN AUSTRALIA LTD ABN 22 080 000 000 by its duly constituted Attorney-in-Fact under Power of Attorney No. Book No. 10 No.959 dated 10 April 2008 who has no notice of revocation of Power of Attorney in the presence of:



An officer of the Bank
Name (please print)

IAN SOUTHFIELD

BANK OF WESTERN AUSTRALIA LTD by its Attorney



Robert Greenwood Business Development Manager
Name and Title (please print)



016

M J Armstrong & Co
GPO BOX 4096
SYDNEY NSW 2001

CERTIFICATE 201104694

Issued	12 October 2011
Fee	\$ 113.00
Receipt	2628796
Your Reference	532899-RMH:BLM 233938
Council Property Reference	392573

PLANNING CERTIFICATE

Issued Under Sections 149(2) and 149(5) of the Environmental Planning and Assessment Act 1979

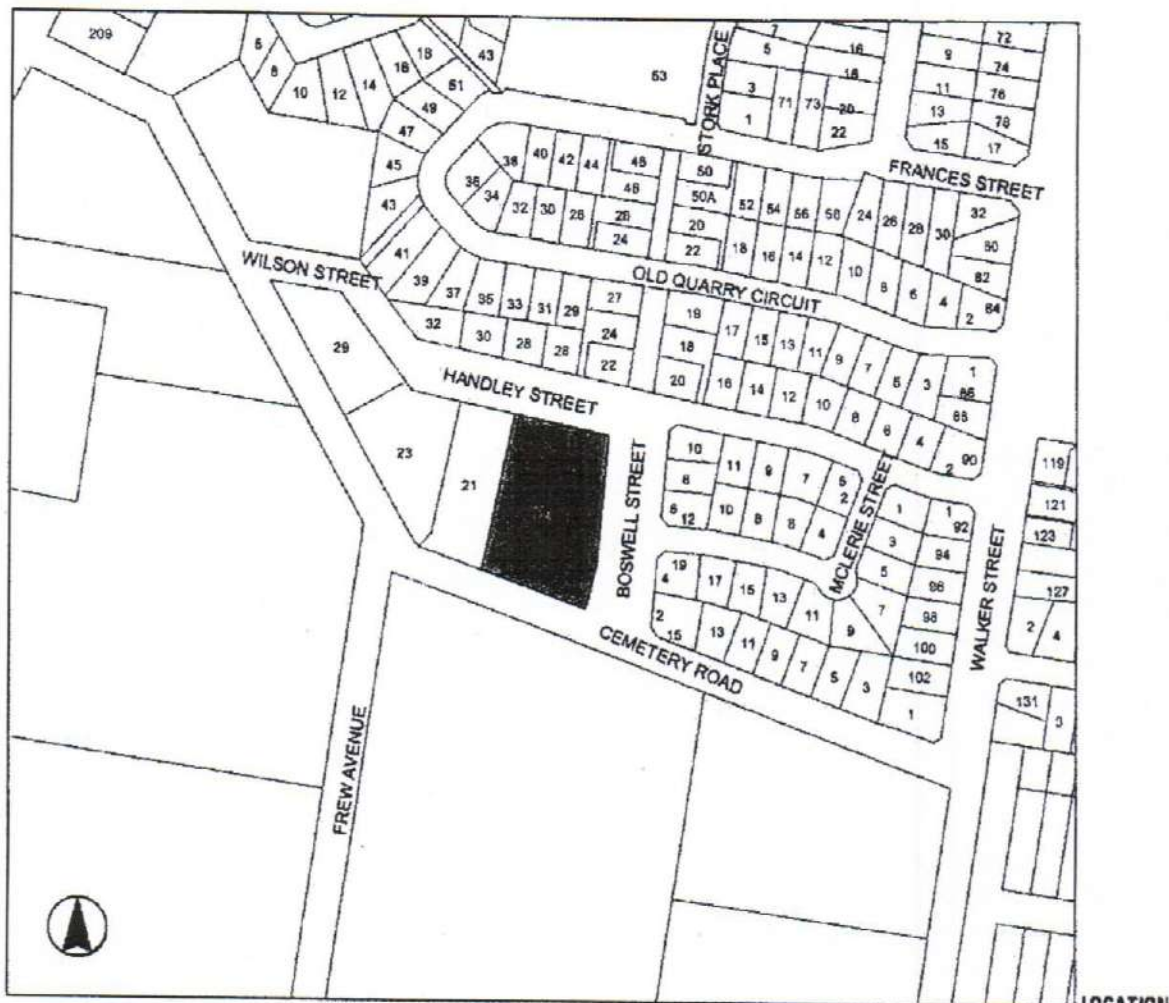
PROPERTY DETAILS (Refer to page 2 for map location)

Legal Description	Lot 13 SP 85867
Location	13/17 Cemetery Road HELENSBURGH NSW 2508

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This certificate provides information on how a property (such as land and buildings) may be used and the limits on its development.
The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government.



MAP

LOCATION

1 SECTION 149(2) DETAILS

As at the date of this certificate, the following prescribed matters under section 149(2) of the Act relate to the abovementioned land:

1.1 RELEVANT PLANNING INSTRUMENT

The following local environmental planning instruments apply to the land:

- **Wollongong Local Environmental Plan 2009.**

1.1.1 Zones Applying to the Land

IN2 Light Industrial

The objectives for and the uses permissible and prohibited by Wollongong Local Environmental Plan 2009

For land in the Zone No. IN2

The objectives of the zone are:

- To provide a wide range of light industrial, warehouse and related land uses.
- To encourage employment opportunities and to support the viability of centres.
- To minimise any adverse effect of industry on other land uses.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in area.
- To encourage appropriate forms of industrial development which will contribute to the economic and employment growth of Wollongong.
- To support and protect industrial land for industrial uses.

The purposes for which development may be carried out with and without consent and for which development is prohibited are:

Permitted without consent:

Building identification signs; Business identification signs.

Permitted with consent:

Advertising structures; Agricultural produce industries; Animal boarding or training establishments; Aquaculture; Boat building and repair facilities; Community facilities; Crematoria; Depots; Freight transport facility; Hardware and building supplies; Helipads; Industrial retail outlets; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Mortuaries; Neighbourhood shops; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (indoor); Roads; Self-storage units; Service stations; Sex services premises; Take away food and drink premises; Transport depot; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouses or distribution centres; Waste or resource management facilities; Water treatment facilities.

Prohibited:

Any development not specified in item 2 or 3.

Note: For subdivision consent requirements see Clause 2.6, of Wollongong Local Environmental Plan 2009.

Demolition of a building or work requires consent see Clause 2.6AA, of Wollongong Local Environmental Plan 2009.

Development below the mean high water mark requires consent see Clause 5.7, of Wollongong Local Environmental Plan 2009.

Note: The Wollongong Local Environmental Plan 2009 should be consulted to ascertain its full effect on the land.

1.1.2 Other Relevant Provisions of Wollongong Local Environmental Plan 2009

Nil.

1.2 PLANNING PROPOSALS

Nil

1.3 STATE ENVIRONMENTAL PLANS

State Environmental Planning Policy No. 6 – Number of Storeys in a Building

State Environmental Planning Policy No. 10 – Retention of Low-Cost Rental Accommodation

State Environmental Planning Policy No. 21 – Caravan Parks

State Environmental Planning Policy No. 22 – Shops and Commercial Premises

State Environmental Planning Policy No. 30 – Intensive Agriculture

State Environmental Planning Policy No. 32 - Urban Consolidation (Redevelopment of Urban Land)

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

State Environmental Planning Policy No. 36 – Manufactured Home Estates

State Environmental Planning Policy No. 50 – Canal Estates

State Environmental Planning Policy No. 55 – Remediation of Land

State Environmental Planning Policy No. 62 – Sustainable Aquaculture

State Environmental Planning Policy No. 64 – Advertising and Signage

State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Development

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Major Development) 2005

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Temporary Structures) 2007

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

The land is not excluded from the operation of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clauses 1.17A (c) and (d) and 1.19.

Note: Refer to Wollongong Local Environmental Plan 2009, Part 3 (3.1,3.2,3.3) for land exclusions (Exempt and Complying Development).

1.4 PROPOSED STATE ENVIRONMENTAL PLANS

Nil

1.5 DEVELOPMENT CONTROL PLANS

Wollongong Development Control Plan 2009

Wollongong Development Control Plan 2009, contains detailed development controls which supplement the provisions of Wollongong Local Environmental Plan 2009.

Note: The Wollongong Development Control Plan 2009 should be consulted to ascertain its full effect on the land.

1.6 PROPOSED LOCAL ENVIRONMENTAL PLANS

Nil.

1.7 DECLARED STATE SIGNIFICANT DEVELOPMENT

The Minister has declared the following development to be State Significant Development:

- Developments identified as State Significant Development by State Environmental Planning Policy - Major Developments 2005.
- Under clause 17(1) of the Environmental Planning and Assessment (Savings and Transitional) Regulation 1998, all section 101 directions in existence before 1 July 1998. Under these directions the Minister is the consent authority for development of canals and other artificial waterways and new coal mines requiring new coal leases.

1.8 COASTAL PROTECTION

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

4A Certain Information Relating to Beaches and Coasts

4A(1). Whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

Nil.

4A(2)(a) Whether the council has been notified under section 55X of the *Coastal Protection Act 1979* that emergency coastal protection works (within the meaning of the Act) have been placed on the land (or on public land adjacent to that land)

Nil.

4A(2)(b) Whether the council is satisfied that the works referred to in 4A(2)(a) have been removed and the land restored in accordance with the *Coastal Protection Act 1979*.

Not Applicable.

4A(3) Whether the council has been notified of any information as is required by the regulations under section 56B of the *Coastal Protection Act 1979* to be included in the planning certificate.

Nil.

4B Annual Charges Under Local Government Action 1993 for Coastal Protection Services that Relate to Existing Coastal Protection Works.

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection work (within the meaning of section 553B of that Act)

Not Applicable.

Note: "Existing Coastal Protection Works" to reduce the impact of coastal hazards on land (such as sea walls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

1.9 MINE SUBSIDENCE

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

1.10 ROAD WIDENING AND ROAD REALIGNMENT

Council has no record that the land is affected by any Road Widening or Road Realignment under:

- a) Division 2 of Part 3 of the *Roads Act 1993*, or
- b) any environmental planning instrument, or
- c) any resolution of the Council.

1.11 DEVELOPMENT OR HAZARD RISK RESTRICTIONS

Council has adopted "Wollongong Development Control Plan 2009 – Chapter E12 Geotechnical Assessment"

There are no policies that restrict the development of land because of tidal inundation, acid sulphate soils or any other risk not identified in this certificate.

1.12 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls as contained in Wollongong Development Control Plan 2009.

Development on the land or part of the land for any other purpose is subject to flood related development controls as contained in Wollongong Development Control Plan 2009.

1.13 LAND RESERVED FOR ACQUISITION

Nil.

1.14 CONTRIBUTION PLANS

Wollongong City Council Section 94A Contributions Plan (2009)

The purposes of this contributions plan are:

- To authorise the imposition of a condition on certain development consents and complying development certificates requiring the payment of a contribution pursuant to section 94A of the EP&A Act 1979.
- To assist the council to provide the appropriate public facilities which are required to maintain and enhance amenity and service delivery within the area.
- To publicly identify the purposes for which the levies are required.

1.15 MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997

Council has not been advised that:

- a) The land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997
- b) The land is subject to a management order within the meaning of the Contaminated Land Management Act 1997
- c) The land is subject to an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997
- d) The land is subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997

HOWEVER the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.

1.16 BUSH FIRE PRONE LAND

The land is recorded in Council's records as bushfire prone land.

1.17 PROPERTY VEGETATION PLAN

The Southern Rivers Catchment Management Authority has not notified Council that the land is affected by a Property Vegetation Plan issued under the Native Vegetation Act 2003.

1.18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Nil.

1.19 DIRECTIONS UNDER PART 3A

Nil

1.20 SITE COMPATIBILITY CERTIFICATES

1.20.1 Site Compatibility Certificate and Conditions

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

Nil.

1.20.2 Site Compatibility Certificate

State Environmental Planning Policy (Infrastructure) 2007

Nil

1.20.3 Site Compatibility Certificate

State Environmental Planning Policy (Affordable Rental Housing) 2009

Nil

**1.21 NOTIFICATION OF EXEMPTIONS AND AUTHORISATIONS - NATION
BUILDING AND JOBS PLAN (STATE INFRASTRUCTURE DELIVERY) ACT
2009**

Nil.

1.22 ACID SULPHATE SOILS

Nil.

1.23 BIODIVERSITY CERTIFIED LAND

Nil.

1.24 BIOBANKING AGREEMENT

Nil.

1.25 COASTAL HAZARD

Nil.

2 SECTION 149(5) DETAILS

As at the date of this certificate, the following additional information, provided in good faith pursuant to section 149(5) of the Act, relate to the abovementioned land. Council has selected these matters as those most likely to be of concern but they do not comprise an exhaustive list of matters likely to affect the land.

When information pursuant to section 149(5) is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 149(6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter referred to in this certificate.

2.1 RESOLUTION TO PREPARE PROPOSED LOCAL ENVIRONMENTAL PLAN

Nil.

2.2 PROPOSED DEVELOPMENT CONTROL PLAN

The following plans have been placed on exhibition pursuant to the provisions of section 72 of the Environmental Planning and Assessment Act 1979:

Draft Development Control Plan 2009 Review

The Wollongong Development Control Plan 2009 came into force on 3 March 2010. A review commenced after 6 months of operation. The following chapters are available for public exhibition.

1. E3 Car Parking, Access, Servicing/ Loading Facilities and Traffic Management
2. C3 Boarding Houses

2.3 FILLED LAND

Council's records show that during the course of subdivision the subject land has been filled or partially filled. If building work is proposed the services of a suitably qualified engineer should be sought to ascertain the likely effect, if any, on the land. Council's records are incomplete and there is no certainty that the land may not have been filled with or without Council's knowledge either before or after the land was subdivided.

2.4 LAND STABILITY

Council's land constraint/stability assessment maps do not show that the land is located in an area where landslip and/or subsidence have occurred, or where land instability is suspected. If you have any doubt as to whether the land is affected by landslip and/or subsidence the services of a suitably qualified engineer should be obtained.

Note: the advice provided by Council in respect of the stability of the land is based on information contained in Council's land constraint maps. The maps have been compiled from data received by Council and considered by Council to be reasonably reliable. Council does not warrant that its land constraint maps contain all information ever received by Council relating to the stability of the land.

2.5 FLOOD AND DRAINAGE

Council's flood maps do not show that the land is located in an area where flooding has occurred or is suspected. If you have any doubt as to whether the land is affected by flooding the services of a suitably qualified engineer should be obtained.

Note 1: Some land may experience water inundation as a result of the creation of stormwater detention basins or channels or flow paths in the course of development of the land.

Note 2: Advice given by Council relating to the likelihood of land being flooded or the nature or extent of such flooding is based on information contained in Council's flood maps. The maps are compiled from data received by Council and/or studies prepared by Council and considered by Council to be reasonably reliable. Council does not warrant that its flood maps contain all information ever received by Council relating to the likelihood of land being flooded or the nature or extent of any such flooding.

2.6 EROSION

Nil

2.7 CONTAMINATED LAND

Council's records show that because of previous uses the land may be contaminated. The services of a suitably qualified consultant should be sought to ascertain the degree of contamination, if any, on the land, and its likely effect on the land. Council's records are incomplete and there is no certainty that the land is so affected. Council has adopted Wollongong Development Control Plan 2009, which may restrict the development of the land.

2.8 OTHER HERITAGE MATTERS KNOWN TO COUNCIL

Nil.

2.9 BUILDING LINES

Note: Where development control plans applying to the land contain specific building line requirements those requirements take precedence over the building lines listed below.

Wollongong Development Control Plan 2009 details the setbacks applicable to the land.

2.10 DEVELOPMENT HISTORY

Application may be made for a Building Certificate under section 149B of the Environmental Planning and Assessment Act 1979 if written certification of existing buildings on the land is required.

The history of development consent approval applicable to the land may be obtained by consulting the Development Consent Register. Enquiries concerning the register may be made at the City Planning Division Level 4 Council Administration Building, 41 Burelli Street Wollongong during office hours.

2.11 OTHER INFORMATION

Illawarra Regional Strategy

The Minister for Planning released the Illawarra Regional Strategy on 1 February 2007. The strategy is the NSW Government 25 year land use strategy for the Illawarra Region.

2.12 GENERAL INFORMATION

The following general information is brought to the attention of land owners.

2.12.1 Tree Management Control Plan

The Wollongong Tree Management Control Plan allows assessment of environmental importance and viability of trees before being pruned, removed or damaged. The control plan applies to all trees in the City of Wollongong other than:

- Trees in State Forests or on other Crown-timber lands within the meaning of the Forestry Act, 1916
- Trees lopped in accordance with the Electrical Supply (General) Regulation 2001
- Trees within water catchment areas except such parts as vested in or leased by persons other than the Crown
- Commercial or domestic fruit trees
- The following tree species:

Botanical Name	Common Name
Salix Species	Willow
Erythrina X Sykesii	Coral Tree
Cupressus Macrocarpa "Brunniana"	Golden Cypress
Lagauria Pattersonii	Itchy Pod Tree
Harpephyllum Caffrum	Kaffir Plum
Syagrus Romanzoffina	Cocos Palm
Poplar Species	Poplar
Ficus Elastica "Decora" and hybrids	Ornamental Rubber Tree
Ligustrum Lucidum	Large Leafed Privet
Cinnamomum Camphora	Camphor Laurel
Schefflera Actinophylla	Umbrella Tree
False Acacia	Black Locust
Peppercorn	Pepper Tree

Alnus	Alder
Acer negundo	Box Elder
Oleo Africana	African Olive
Phoenix Canariensis	Canary Island Date Palm
Liquidamber Styraciflua	Liquid Amber
Nerium Oleander	Oleander
Pinus Radiate	Radiata Pine
Grevillea Robusta	Silky Oak
Cotoneaster Spp.	Cotoneaster

The control plan prohibits, without written consent of Wollongong City Council, ringbarking, cutting down, topping, lopping, removing, injuring or destruction of any tree to which the control plan applies, including the roots of a tree, if it

- is 3 metres or more in height; or
- has a girth of 200 mm or more at a height of 1 metre from the ground; or
- has a branch spread of 3 metres or more.

Any person acting on a consent issued under the tree management control plan must comply with all conditions of that consent.

A person who breach or causes or permits a breach of the tree management control plan is guilty of an offence under the Environmental Planning and Assessment Act.

Enquiries concerning pruning, removal or damage to trees may be made at the Customer Service Centre, Ground floor Council Administration Building, 41 Burelli Street Wollongong or by telephoning direct on 4227 7233 during office hours.

Applications for consent under the tree management control must be made in writing to

The General Manager
Wollongong City Council
Locked Bag 8821
WOLLONGONG NSW 2500

Applications for trees on **private property only**, can be lodged electronically on Council's website www.wollongong.nsw.gov.au, alternatively, Application forms and scheduled fee information are available from the Customer Service Centre. All applications must clearly identify the applicable tree or trees, state fully the reasons why such consent is sought and be accompanied by the appropriate fee. The process is outlined in Chapter E17 of Wollongong Development Control Plan 2009.

2.12.2 Termite Management for Buildings

Australian Standards 3660.1-1995 – protection of Buildings Against Subterranean Termites, recommends that buildings be inspected and be maintained in order to achieve termite management of buildings. Licensed Pest Control Contractors should be contacted to achieve necessary termite control.

2.12.3 Leaded Paint and Building Renovations

Your attention is drawn to the hazards associated with lead-based paints during building renovation. Suitable precautions should be taken when removing flaking paint or sanding painted surfaces suspected to have been treated with lead-based paint to prevent contamination of the immediate environment and associated health risk from lead dust.

2.12.4 Sewage Management Systems

Where a property has an on-site sewage management system (this includes septic tanks, disposal trenches, aerated waste water treatment systems, composting toilets and pump out systems) the new owner must obtain an "Approval to Operate" from Council within 3 months of land ownership being transferred or otherwise conveyed.

2.12.5 Siting of Telecommunications and Radiocommunications Facilities

This policy was adopted by Council 4 June 2007.

For further information, please contact Council's City Planning Division on (02) 4227 7500.

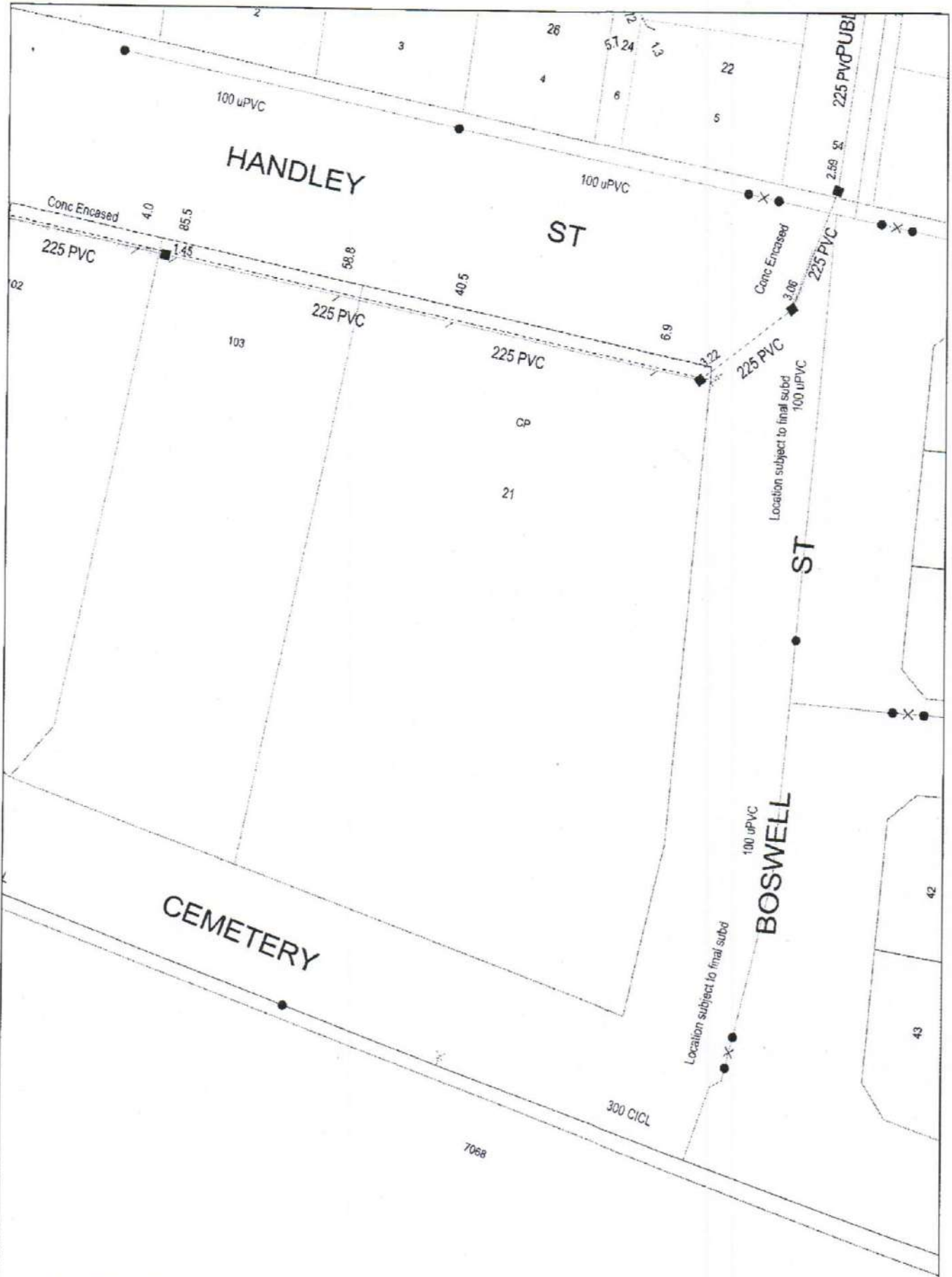
This letter is authorised by

Sally Anderson
Customer Service Officer - Certificates
Wollongong City Council
Direct Line (02) 4227 7306



Conveyancing as supplied by Broker				
Application No: 3286784		Wed October 12 2011 3:20 PM		
Conveyancing Details				
Property Category*	Other References / New Subdivision			
Industrial				
Applicant's Reference	Owner's Name*	Preferred Phone Number*	Fax Number	
P Owen Hodge	ANDREW BOYD OFFORD			
Selected Conveyancing Products				
<input type="checkbox"/> Conveyancing Certificate? <input checked="" type="checkbox"/> Sewerage Services Diagram? <input type="checkbox"/> Service Location Print? <input type="checkbox"/> BOS/BAS Letter? <input type="checkbox"/> Special Meter Reading? <input type="checkbox"/> Section 88G Certificate?				
Property Details				
Property Number	Lot Number	DP	SP	Section Number
5445437	13		85867	
Flat/Unit Number	Street Number	Street Name*		
13	17	CEMETERY		
Suburb*	Municipality*		Postcode	
HELENSBURGH	Wollongong		2508	
Comments				
Comments No diagram available - service location print issued. 12/10/11				

532899



Application: 3286784
 Ref: P Owen Hodge
 Produced By: Ruth Kunde
 Date: 12/10/2011

Suburb: HELENSBURGH
 Map: 11 Grid: M14 Edition: Wollongong Edition 17
 CMA Sheet: 9107-31-41
 MGA Zone 58 (mm) Central Co-ord: 313629 6213830

Scale 1:750
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 SYDNEY WATER CORPORATION



Page