

Contract for the sale and purchase of land 2016 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	"Without the intervention of an agent"	Phone Fax Ref
co-agent	N/A	
vendor	MAINCON HOLDINGS PTY LTD ACN 069 475 127 & PROGROUP MANAGEMENT PTY LTD ACN 075 284 454 069475127 075284454 C/- Maincon Holdings Pty Ltd Suite 4.17, 32 Delhi Road NORTH RYDE NSW 2113	
vendor's solicitor	ATKINSON VINDEN Level 8, 10 Help Street Chatswood NSW 2067 PO Box 450 Chatswood NSW 2057 DX 29582 Chatswood	Phone 9411 4486 Fax 9412 3857 Ref LC:170083
date for completion	42nd	day after the contract date (clause 15)
land(address, plan details and title reference)	Suite 2.17/32 Delhi Road, North-Sydney being Lot 38 in Strata Plan 80947 and being the whole of the land in Certificate of Title Foflo Identifier 38/SP80947	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commerical Office	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

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

exclusions

purchaser J C J G Holdings Pty Ltd ACN 606 200 971 ATF the JCIG Investment Trust ABN 54 947 449 259
 8 Roslyn Street LANE COVE NSW 2066

purchaser's solicitor BULL, SON & SCHMIDT
 Level 7, 1 Chandos Street
 ST LEONARDS NSW 2065

Phone 02 9349 5299
 Fax 02 9439 6756
 Ref Sarah Newman

price \$160,000.00

deposit \$ 16,000.00

balance \$144,000.00

exclusive of GST

(10% of the price, unless otherwise stated)

contract date 16 MARCH 2017

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

buyer's agent

vendor

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

vendor agrees to accept a **deposit-bond** (clause 3)
proposed **electronic transaction** (clause 30)

☒ NO ☐ yes
☒ NO ☐ yes

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

land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full

☐ yes to an extent

margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number
Strata Partners of PO Box 3046, Willoughby North NSW 2068 Ph: 9417 2366

List of Documents

General

- ☒ 1 property certificate for the land
☒ 2 plan of the land
☐ 3 unregistered plan of the land
☐ 4 plan of land to be subdivided
☐ 5 document that is to be lodged with a relevant plan
☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
☒ 7 section 149(5) information included in that certificate
☐ 8 service location diagram (pipes)
☒ 9 sewerage service diagram (property sewerage diagram)
☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
☐ 11 section 88G certificate (positive covenant)
☐ 12 survey report
☐ 13 building certificate given under *legislation*
☐ 14 insurance certificate (Home Building Act 1989)
☐ 15 brochure or warning (Home Building Act 1989)
☒ 16 lease (with every relevant memorandum or variation)
☐ 17 other document relevant to tenancies
☐ 18 old system document
☐ 19 Crown purchase statement of account
☐ 20 building management statement
☐ 21 form of requisitions
☐ 22 *clearance certificate*
☐ 23 land tax certificate

Swimming Pools Act 1992

- ☐ 24 certificate of compliance
☐ 25 evidence of registration
☐ 26 relevant occupation certificate
☐ 27 certificate of non-compliance
☐ 28 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

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

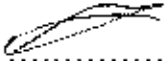
Other

- ☐ 52

VENDOR EXECUTION PAGE

EXECUTED by

as attorney for Maincon Holdings Pty Ltd
ACN 069 475 127 under Power of
Attorney dated 14 August 2007 and
registered Book 4525 No. 441 in the
presence of:



Signature of witness

Dimitra Tola Nader


Name of witness

7 Westworth Ave, Blakehurst 2221

Address of witness

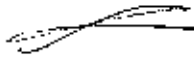
Administration

Occupation of witness


Signature of attorney

EXECUTED by

as attorney for Progroup Management Pty
Ltd ACN 075 284 454 under Power of
Attorney dated 14 August 2007 and
registered Book 4525 No. 442 in the
presence of:



Signature of witness

Dimitra Tola Nader


Name of witness

7 Westworth Ave, Blakehurst 2221

Address of witness

Administration

Occupation of witness


Signature of attorney

WARNING— SWIMMING POOLS

An owner of a 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.

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.

WARNINGS

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

Australian Taxation Office	NSW Department of Education
Council	NSW Fair Trading
County Council	NSW Public Works
Department of Planning and Environment	Office of Environment and Heritage
Department of Primary Industries	Owner of adjoining land
East Australian Pipeline Limited	Privacy
Electricity and gas authority	Roads and Maritime Services
Land & Housing Corporation	Telecommunications authority
Local Land Services	Transport for NSW
Mine Subsidence Board	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is \$2 million or more, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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 Model and Guidelines).

AUCTIONS

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of 10% of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a <i>notice served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the TA Act;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 If the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;

- 7.1.2 the vendor serves notice of intention to *rescind*; and
- 7.1.3 the purchaser does not serve notice waiving the claims *within* 14 days after that service; and
- 7.2 if the vendor does not *rescind*, the parties must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the parties or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a party (in the latter case the parties are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the parties in the same proportion as the amount held; 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 rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a requisition;
- 8.1.2 the vendor serves a notice of intention to *rescind* that specifies the requisition and those grounds; and
- 8.1.3 the purchaser does not serve a notice waiving the requisition *within* 14 days after that service.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by serving a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a party can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by serving a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the property under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the property being a joint service or passing through another property, or any service for another property passing through the property ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the property being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the property due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the property or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage 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 date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the GST rate ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- If *within 3 months* of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered, 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 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other *property*, the vendor must produce it as and where necessary.

- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a party serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less:
- any deposit paid;
 - if clause 31 applies, the *remittance amount*; and
 - any amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the parties must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract – that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 16.11.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the parties or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the parties or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* solicitor can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* solicitor (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's* solicitor;
 - 20.6.3 served if it is served on the *party's* solicitor, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by 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, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* 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 serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

- 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 *requisillon* 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 s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision.

- 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 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is served on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 - 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 - 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 - 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) 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 date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 - 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under legislation.
 - 28.3 If the plan is not registered *within* that time and in that manner –
 - 28.3.1 the purchaser can rescind; and
 - 28.3.2 the vendor can rescind, but only if the vendor has complied with clause 28.2 and with any legislation governing the rescission.
 - 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
 - 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 If the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party* serving notice of the event happening;
- every *party* who has the benefit of the provision serving notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*; and

30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
 - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days* of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
 - 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
 - 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
 - 30.6.2 create and populate an *electronic transfer*;
 - 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
 - 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
 - 30.7.2 create and populate an *electronic transfer*;
 - 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
 - 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
 - 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 normally, the *parties* must choose that financial settlement not occur; however

30.13.2 If both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies to contracts made on or after 1 July 2016 but only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 serve evidence of receipt of payment of the *remittance amount*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.


31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.

31.5 If the vendor serves a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

SPECIAL CONDITIONS TO CONTRACT FOR SALE

Date:

Vendor: Maincon Holdings Pty Ltd ACN 069 475 127 & Progroup Management Pty Ltd
ACN 075 284 454

Purchaser: J C J G Holdings Pty Ltd ACN 606 200 971 ~~ATF the J C J G Investment Trust~~
~~ABN 54 947 449 259~~ 

30. AMENDMENT OF PRINTED CLAUSES

This contract for sale is amended as follows:-

(a) Omit clause 7.1.1.

(b) Omit clause 8.1.1 and insert instead:

8.1.1 the vendor is unable or unwilling to comply with a requisition or a claim;

(c) In clauses 10.1.8 and 10.1.9, omit "substance" and "disclosed" and insert instead "existence" and "noted" respectively.

(d) At the end of clause 11, insert:-

11.3 The purchaser will comply with any work orders or proposed work orders disclosed in this contract.

11.4 The purchaser acknowledges that the vendor's failure before completion to comply with a work order which is required to be performed by the vendor does not-

11.4.1 constitute a defect in title; or

11.4.2 entitle the purchaser to make an objection, requisition or claim for compensation, or to rescind, terminate, or delay completion of this contract.

11.5 The purchaser must allow the vendor reasonable access to the property to carry out and complete work required to be performed by the vendor after completion of this contract in accordance with a relevant work order.

(e) From clause 16.5, omit " , plus another 20% of that fee".

(f) Omit clause 16.8.

(g) Omit clause 17.3.

31. Interpretation

- 31.1 If there is any inconsistency between any of the printed clauses of this contract and these special conditions then the provisions of the special conditions prevail.
- 31.2 Headings are for ease of reference only and do not affect the interpretation of this contract.

32. Invalidity

If a provision of this contract purports to or has the effect of excluding, modifying or restricting the operation of any law, then this contract must be read and construed as if that provision is severed from this contract and the invalidity of that provision does not affect or render invalid or unenforceable the remaining provisions of this contract.

33. Purchaser relies on own enquiries

- 33.1 The purchaser acknowledges:
- (a) buying the property relying on the purchaser's own inspection, knowledge and enquiries; and
 - (b) not relying on any representation, warranty or promise other than as set out in writing in this contract.
- 33.2 It is expressly agreed between the parties that this special condition shall not merge on completion.

34. Investment of deposit

- ~~34.1 This contract of sale is amended by deleting clause 2.9.~~
- ~~34.2 The parties agree that the deposit is to be invested by the depositholder who shall forthwith (with the authority of the purchaser which is hereby given) place the deposit on deposit with a Bank or Permanent Building Society or Credit Union at the then current rate of interest.~~
- ~~34.3 The interest on the deposit shall be distributed as soon as practicable after completion in the following manner:~~
- ~~(a) If the contract is completed or rescinded the interest shall be divided equally between the vendor and the purchaser.~~
 - ~~(b) If the contract is terminated by the vendor then the total interest on the deposit shall be paid to the vendor without prejudice to any other rights or remedies that the vendor might otherwise have at law or in equity.~~
 - ~~(c) If the contract is not completed due to any default by the vendor then the interest on the deposit shall be paid in full to the purchaser.~~

~~34.4 The purchaser shall, on or before exchange, provide to the depositholder sufficient details to enable the investment of the deposit and such details shall include Tax File Number/s of purchaser/s.~~

~~34.5 In the event that the purchaser fails to provide the purchaser's tax file number, the vendor shall be entitled to the whole interest.~~

~~34.6 The purchaser acknowledges that any bank cheque fees and charge and/or fees for electronic transfer of the purchaser's share of interest in the deposit will be borne by the purchaser.~~

35. Payment of deposit

Notwithstanding any other provision in this contract, if the vendor agrees to accept part payment of the deposit, it shall be paid as follows (and in respect of each payment time is of the essence):-

- (a) 5% of the purchase price on or before the date of this contract; and
- (b) the balance of the 10% deposit (being the additional 5% of the purchase price) on or before the completion date.

36. Deposit bond

36.1 This special condition applies if the vendor accepts a bond or guarantee for the deposit or any part of the deposit.

36.2 If a bond is delivered and accepted by the vendor no later than the time the deposit is required to be paid under this contract:

- (a) to the extent of the amount guaranteed under the bond - the deposit is deemed to be paid in accordance with the contract; and
- (b) "depositholder" means the vendor.

36.3 On completion of this contract, the purchaser shall pay to the vendor, in addition to all other money payable under this contract, the amount stipulated in the bond, either by way of cash or unendorsed bank cheque.

36.4 If this contract is terminated pursuant to clause 9:

- (a) the vendor may require payment of the deposit (or so much of it as remains unpaid) by the guarantor; and
- (b) the purchaser must immediately pay to the vendor the amount of any shortfall in the deposit.

36.5 In this special condition:

bond means a Deposit Guarantee Bond which:

- (a) meets the vendor's required rating; and

(b) is issued to the vendor at the request of the purchaser.

required rating means at least:

- (c) a financial strength rating of A1 or higher from Moody's; or
- (d) a financial strength rating of A+ or higher from S & P.

S & P means Standard and Poor's (Australia) Pty Limited, a company incorporated in Victoria.

Moody's means Moody's Investor Services, Inc., a corporation organised and existing under the laws of the State of Delaware in the United States of America.

37. Requisitions

For the purposes of clause 5.1 of the contract, the requisitions or general questions about the property or the title must be in the form of the attached requisitions.

38. Vendor's title

The purchaser acknowledges that this contract sets out a sufficient statement of the vendor's title and the purchaser shall not be entitled to require the vendor to serve any further statement of the vendor's title on the purchaser.

39. Annexed documents

39.1 Annexed to the contract are copies of the following documents in respect to the property:

- occupation certificate number OC 207/06 issued by Anthony Protas and dated 30 May 2008

39.2 The purchaser shall not make any requisition, objection or claim for compensation in respect of any matter disclosed by or referred to in a document listed in this special condition.

40. Survey

40.1 Annexed to this contract is a copy of a survey report of H Ramsay & Co , registered surveyors, dated 28 April 2008 in relation to the property ('the survey').

40.2 This special condition shall not merge upon completion.

40.3 The parties acknowledge that the survey forms part of and is incorporated into this contract.

40.4 The vendor discloses and the purchaser acknowledges being aware of-

- (a) the identification of the property;
- (b) the position of the improvements on the property;

- (c) the encroachments by any building or structure erected or situated on the property or by any building or structure erected or situated on any adjoining property over the property; and
- (d) any non-compliance with or under the Local Government Act in respect of any building or structure erected or situated on the property, as disclosed and described in the survey.

40.5 The purchaser shall not be entitled to take, raise or make any objection, requisition or claim for compensation in relation to or arising out of any matter disclosed or described in the survey.

40.6 The vendor does not warrant that the survey was, at the date of the survey or at the date of this contract, accurate or complete.

40.7 The purchaser acknowledges that the vendor is not in possession of the original survey report and cannot hand the original over on settlement.

41. Mental illness, insolvency, etc of parties

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this special condition not been included:

- (a) if either party (or where a party consists of 2 or more persons, any one of those persons) dies or becomes mentally ill then the other party may rescind this contract by notice in writing; or
- (b) if:
 - (i) the purchaser is declared bankrupt or enters into a scheme or makes an assignment for the benefit of creditors; or
 - (ii) the purchaser, being a company, resolves to go into liquidation or has a petition for its winding up presented or enters into a scheme of arrangement with its creditors or if an administrator, liquidator, receiver and/or manager is appointed in respect of the purchaser,

then the purchaser is in default.

~~42. Warranty as to agents~~

~~42.1 The purchaser warrants having had no dealings with any agent other than the agent named in this contract in respect of the property which may give rise to any claim against the vendor for remuneration or commission arising out of this sale.~~

~~42.2 The purchaser indemnifies the vendor against any successful claim arising from a breach of the warranty under this special condition.~~

~~42.3 It is expressly agreed and declared that the purchaser's liability under this special condition shall not merge on completion.~~

43. Service of notices

In addition to the provisions contained in clause 20.6.5 of this contract, a document served by facsimile transmission shall be deemed to have been received when the sender's machine indicates a receipt of the transmission and acknowledges the number of pages contained in the transmission except:

- (a) where the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission - the notice shall be deemed not to have been given or received; or
- (b) where the time of despatch is later than 5.00 pm on a business day in the place to which the notice is sent - the notice shall be deemed to have been received at 9.00 am on the next business day.

44. Purchaser accepts state of repair and condition

- 44.1 The vendor has not and does not make any representations or warranties as to the state of repair or condition of the property or its suitability for any purpose.
- 44.2 The purchaser accepts the property in its present state of repair and condition and will make no objection, requisition or claim for compensation in respect of the property's state of repair or condition or its suitability for any purpose.
- 44.3 The purchaser shall not require the vendor to carry out any work in respect of the property.

45. No objection to plumbing and other services

No objection, requisition or claim for compensation shall be made by the purchaser in respect of, nor shall the purchaser be entitled to rescind this contract by reason of:

- (a) the presence on or over the property of any sewer, manhole, vent, mains, connections, wires, pipes, channels or distributors with respect to any water, sewerage, drainage, electricity, gas or telephone service;
- (b) any such services being used in common with an adjoining property;
- (c) any roof and/or yard water drainage or pipe being connected to the sewer; or
- (d) the lack of rights or easements for any such services, any defects in the services or the lack of services to the property.

46. Notices to complete – period of notice

- 46.1 Notwithstanding any rule of law or equity to the contrary, it is expressly agreed and declared that in circumstances justifying the service of a notice to complete by either party upon the other party a period of 14 days from the date of service of such a notice is reasonable and sufficient notice to make time of the essence of this contract, whether or not the party giving the notice has made a previous request or demand for completion.
- 46.2 In the event that a notice to complete is served by registered mail the date of receipt shall be deemed to be 48 hours after the date of posting.

47. Notices to complete - cost

- 47.1 In the event that the vendor is entitled under this contract to issue a notice to complete, the purchaser shall allow as an adjustment on settlement the additional sum of \$275.00 inclusive of GST per notice, by allowance towards the legal costs and expenses of the vendor.
- 47.2 It is agreed that the sum allowed under this special condition is in addition to any interest the vendor may be able to claim under this contract for late completion by the purchaser.

48. Completion delayed

- 48.1 If the price or any part of the price is not paid by the purchaser to the vendor on the completion date then (in addition to all other remedies available to the vendor) that part of the price not paid is to carry interest calculated at the rate of 12% per annum calculated on a daily rate from the completion date until the actual date of payment to the vendor (that period to include the completion date but not the date of payment).
- 48.2 The purchaser does not have to pay interest during any period that completion does not occur only because the vendor is unwilling or unable to complete.
- 48.3 If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser shall pay to the vendor on completion the sum of \$150 plus GST for each cancellation.
- 48.4 The purchaser cannot require the vendor to complete unless interest and other amounts payable under this special condition are paid to the vendor on completion.
- 48.5 The parties agree that the amounts payable under this special condition are a genuine pre-estimate of the vendor's loss.

49. GST

- 49.1 The price is a GST exclusive price.
- 49.2 If any GST (within the meaning of the GST Act) is payable by the vendor in respect of the supply of the property to the purchaser, then the amount specified in this contract as the price (the 'original price') is to be increased so that the vendor retains the original price after payment of that GST liability.
- 49.3 This special condition shall not merge on completion.

~~50. Land Tax adjustment~~

- ~~50.1 For the purpose of clause 14 of this contract, the vendor will require a land tax adjustment on completion and the amount of land tax to be adjusted shall be calculated on a unit entitlement pro-rata basis in accordance with the amount paid by the vendor for the subject property as a proportion of the total of the lots owned by the vendor in Strata Plan 80947 as assessed by the Land Tax Commissioner and paid by the vendor for the current land tax year AND PROVIDED THAT Land Tax must be adjusted even if the taxable value of the subject property calculated on a unit entitlement basis from the taxable value of the total lots owned by the Vendor is below the threshold value for Land Tax.~~

~~50.2 Clause 14.4 and 14.5 of this contract shall be deleted.~~

51. Existing tenancies

- 51.1 For the purposes of this contract, "existing tenancies" includes all licences, leases, and all agreements for licences or leases, in respect of the property entered into before the date of this contract.
- 51.2 Annexed to this contract is a copy of the documents (if any) creating each of the existing tenancies as at the date of this contract.
- 51.3 The property is sold subject to the existing tenancies, the benefit of which the vendor will give to the purchaser on completion of this contract.
- 51.4 The purchaser acknowledges satisfaction in respect of the existing tenancies and will make no objection, requisition or claim for compensation, or claim to be entitled to terminate or rescind, in respect of them. Except as otherwise provided in this special condition, the purchaser will assume without enquiry or objection that all covenants in the leases have been observed and that any breach has been waived.
- 51.5 The vendor does not warrant that the existing tenancies or any of them will be in force at the date of completion.
- 51.6 The purchaser will make no requisition, objection or claim for compensation, or claim any right to rescind, terminate, or delay completion, on the ground that any of the documents relating to the existing tenancies have not been stamped or registered.
- 51.7 If any existing tenancies have not been stamped or registered prior to completion:
- (a) the vendor will allow to the purchaser all money received prior to completion by the vendor on account of stamp duty and registration fees payable; and
 - (b) the purchaser will arrange for them to be stamped and registered, if appropriate, after completion.
- 51.8 The vendor may enter into licences, leases, or agreements for licences or leases, after the date of this contract only with the prior written approval of the purchaser (the approval not to be withheld unreasonably).
- 51.9 Rent and all other moneys paid or payable to the vendor by tenants or occupants of the property ("lease moneys") will be apportioned on completion between the vendor and the purchaser in the following manner:
- (a) the vendor will be entitled to all lease moneys payable in respect of the period up to and including the date of completion and the purchaser will be entitled to all lease moneys payable from the date after that date;
 - (b) where in respect of any particular tenancy or licence, or agreement for tenancy or licence, lease moneys have been paid to the vendor in respect of a period expiring after the date of completion, the vendor will allow to the purchasers a proportion of those lease moneys equal to the proportion that the number of days remaining in

the period after the date of completion bears to the total number of days in the period;

~~(c) if any lease moneys are in arrears, the purchaser will allow these arrears to the vendor.~~

51.10 The vendor will immediately notify the purchaser or the purchaser's solicitor in writing of any breach of any term or condition of which it becomes aware by a tenant or occupant under any existing tenancy. If requested in writing by the purchaser, the vendor will immediately serve on the tenant a notice under section 129 of the Conveyancing Act 1919 (NSW) (where it is appropriate to give a notice), and will immediately (or upon expiry of the notice) re-enter the property or commence proceedings for possession.

51.11 The costs of any section 129 notice issued and any other subsequent re-entry or proceedings will be borne by the purchaser, and the purchaser will indemnify the vendor in respect of any further costs or damages which the vendor may suffer in respect of the re-entry or proceedings for possession.

51.12 The vendor assigns effective from completion to the purchaser all its rights under each guarantee, indemnity, warranty or condition given by any guarantor under any of the existing tenancies; but the vendor reserves the right to take action against and to recover all moneys from any guarantor arising out of any breach of any guarantee, covenant, indemnity, warranty or condition by any tenant, occupant or guarantor which occurred prior to completion.

51.13 As further security for the performance of the lease the vendor holds a bond of \$4,125.00. The vendor will hand this to the purchaser on settlement but shall not otherwise be required to secure from the lessee in favour of the purchaser a replacement bank guarantee or security.

52. Expired Lease AG675293

52.1 The purchaser acknowledges registered lease AG675293 to Towncars Franchises Sydney Pty Ltd (registered lease) has expired.

52.2 The vendor will use its best endeavours to have the registered lease removed from title prior to the completion date.

52.3 If the vendor is unable to have the registered lease removed from title prior to completion, it will, at settlement, hand to the purchaser a LPI Request (in registrable form) and accompanying statutory declaration and a cheque for the registration of the Request.

53. Depreciation

53.1 If the Purchaser requires a statement describing each item of plant and equipment contained in the Property and in the Common Property then the Purchaser may obtain such statements from the Vendor's quantity surveyor at the Purchaser's cost.

53.2 The Vendor does not warrant that:

- (a) the information provided by the quantity surveyor under this clause 36 will be accurate or complete; or

- (b) the Purchaser will be able to claim any deduction or allowance under the Income Tax Assessment Act 1997.

54. Completion date

In the event that the Completion Date falls between 21 December 2017 and 3 January 2018 inclusive, then the Completion Date shall be varied to 5 January 2018.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 38/SP80947

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/1/2017	3:28 PM	3	8/12/2011

LAND

LOT 38 IN STRATA PLAN 80947
AT MACQUARIE PARK
LOCAL GOVERNMENT AREA RYDE

FIRST SCHEDULE

MAINCON HOLDINGS PTY LIMITED
PROGROUP MANAGEMENT PTY LIMITED
AS TENANTS IN COMMON IN EQUAL SHARES

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP80947
- 2 AP213222 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 3 AG675293 LEASE TO TOWNCARS FRANCHISES SYDNEY PTY LTD EXPIRES:
30/9/2013. OPTION OF RENEWAL: 2 YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP80947

SEARCH DATE	TIME	EDITION NO	DATE
18/1/2017	3:28 PM	4	2/7/2013

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 80947
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MACQUARIE PARK
LOCAL GOVERNMENT AREA RYDE
PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM SP80947

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 80947
ADDRESS FOR SERVICE OF DOCUMENTS:
32 DELHI ROAD
NORTH RYDE
N.S.W 2113

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1047032
- 4 2371803 RIGHT OF CARRIAGEWAY 4 METRES, 5 METRES & VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART SHOWN SO BURDENED IN DP266523
- 5 2371803 EASEMENT FOR SERVICES 4 METRES, 5 METRES & VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART SHOWN SO BURDENED IN DP266523
- 6 DP1119316 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.8 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 AE61217 POSITIVE COVENANT
- 8 AF182437 CHANGE OF BY-LAWS
- 9 AH236709 CHANGE OF BY-LAWS
- 10 AH843990 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 44669)

END OF PAGE 1 - CONTINUED OVER

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP80947

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 44669) (CONTINUED)

STRATA PLAN 80947

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 80947							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 997		2 - 901		3 - 901		4 - 782	
5 - 363		6 - 363		7 - 363		8 - 363	
9 - 224		10 - 306		11 - 430		12 - 452	
13 - 305		14 - 300		15 - 305		16 - 288	
17 - 389		18 - 389		19 - 395		20 - 997	
21 - 900		22 - 900		23 - 781		24 - 363	
25 - 350		26 - 350		27 - 362		28 - 264	
29 - 199		30 - 193		31 - 199		32 - 199	
33 - 199		34 - 205		35 - 200		36 - 33	
37 - 9		38 - 205		39 - 303		40 - 404	
41 - 404		42 - 408		43 - 997		44 - 900	
45 - 900		46 - 781		47 - 363		48 - 350	
49 - 350		50 - 362		51 - 264		52 - 199	
53 - 193		54 - 199		55 - 199		56 - 199	
57 - 205		58 - 295		59 - 298		60 - 303	
61 - 404		62 - 404		63 - 408		64 - 997	
65 - 900		66 - 900		67 - 781		68 - 363	
69 - 350		70 - 350		71 - 362		72 - 264	
73 - 386		74 - 386		75 - 392		76 - 310	
77 - 295		78 - 298		79 - 303		80 - 504	
81 - 458		82 - 458		83 - 510		84 - 997	
85 - 900		86 - 1263		87 - 499		88 - 521	
89 - 521		90 - 499		91 - 310		92 - 295	
93 - 298		94 - 303		95 - 504		96 - 458	
97 - 458		98 - 510		99 - 416		100 - 9	
101 - 11		102 - 11		103 - 27		104 - 27	
105 - 32		106 - 42		107 - 27		108 - 8	
109 - 8		110 - 17		111 - 11		112 - 29	
113 - 30		114 - 33		115 - 36		116 - 26	
117 - 27		118 - 26		119 - 9		120 - 5	
121 - 18		122 - 18		123 - 21		124 - 26	

NOTATIONS

UNREGISTERED DEALINGS: NIL

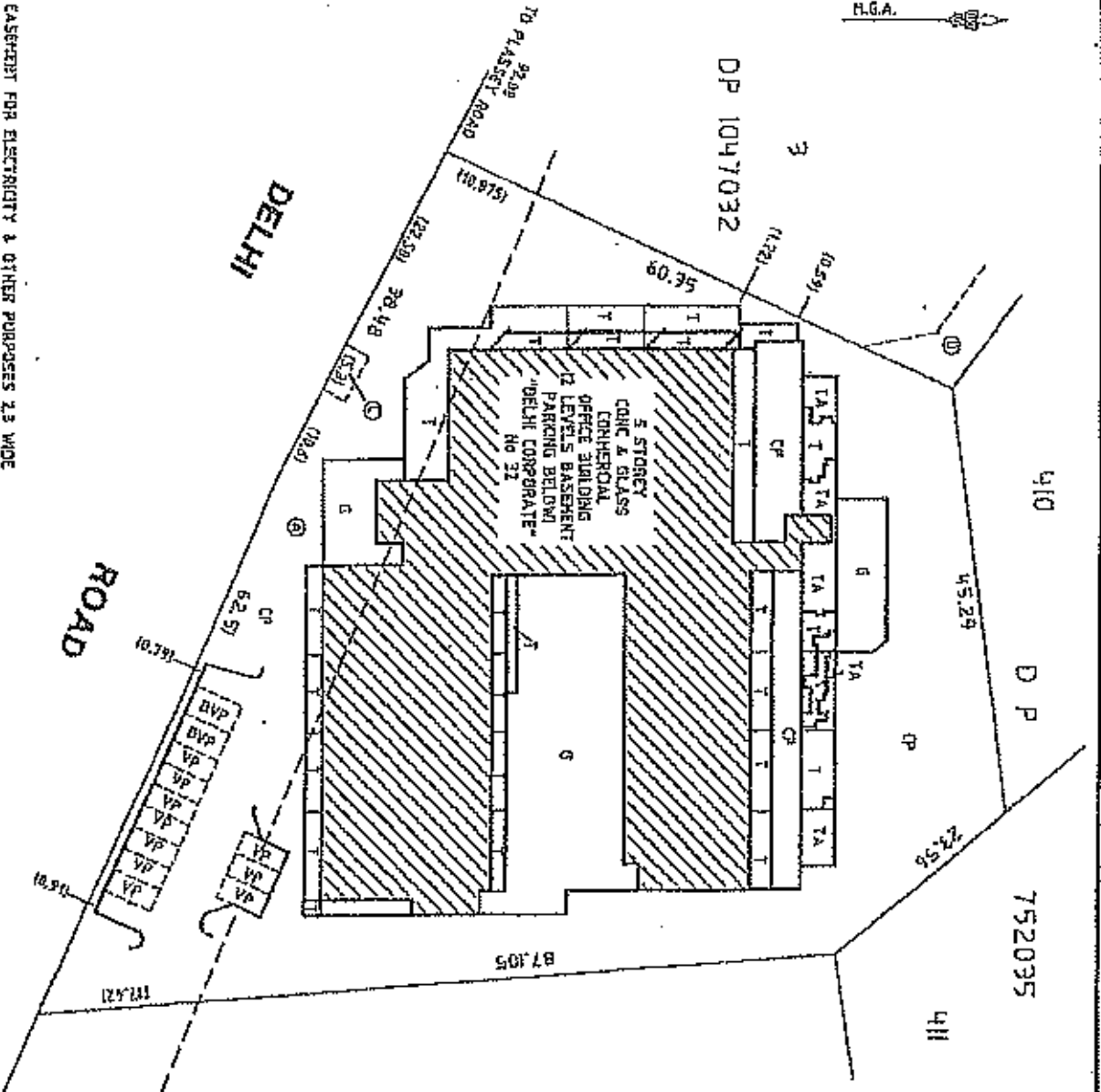
*** END OF SEARCH ***

170083

PRINTED ON 18/1/2017

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 95B(2) of the Real Property Act 1900.

- ⊙ EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.3 WIDE WIDE TOP (119326)
- ⊙ RIGHT OF CARTRIDGEWAY AND EASEMENT FOR SERVICES 4.5 & VARIABLE WIDTH WIDE TOP (245221)

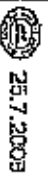


LOCATION PLAN
 "DELHI CORPORATE"
 32 DELHI ROAD
 MARRICKVILLE NSW 2116
 MARRICKVILLE PARK.

THE PARCEL LOT 15 COMPRISES THE STRATUM LOT ABOVE LOT 1 IN DP 1047032 AND IS EXCLUSIVE OF THAT LOT AND IS LIMITED IN DEPTH TO BE 15 AUSTRALIAN HEIGHT DATUM WHERE DESIGNATED BY ② THE REMAINDER OF LOT 15 IS UNLIMITED IN HEIGHT AND DEPTH

- CP COMMON PROPERTY
- G BASEMENT PARKING BELOW
- ST STAIRS
- T TERRACE
- TA TERRACE
- VP VISITOR PARKING (CPI)
- DVP DISABLED VISITOR PARKING (CPI)

Surveyor: **RODNEY SCOTT FITZGERALD**
 Surveyors Ref: **SP80947**
 Subdivision No: **SP 10733**
 Lengths are in metres. Reductions Made to: **500**



SP80947P

THE STRUCTURE OF THE METAL VENTILATION SHUTS CONTAINED WITHIN THE LANSAPACES OF VARIOUS LOTS IS COMMON PROPERTY.

THE SHUTTER DOOR ELECTRICAL BOX ATTACHED TO THE CULPIN AND CONTAINED WITHIN LOT 60 IS COMMON PROPERTY.

THE EARLY WARNING INFORMATION SYSTEM SPEAKERS CONTAINED WITHIN VARIOUS LOTS ARE COMMON PROPERTY.

THE PUMP CONTROL BOX ATTACHED TO THE CULPIN AND CONTAINED WITHIN LOTS 34 AND 1 IS COMMON PROPERTY.

DIAGRAM 1
N.T.S.

CP
ST
PT23

LOWER BASEMENT

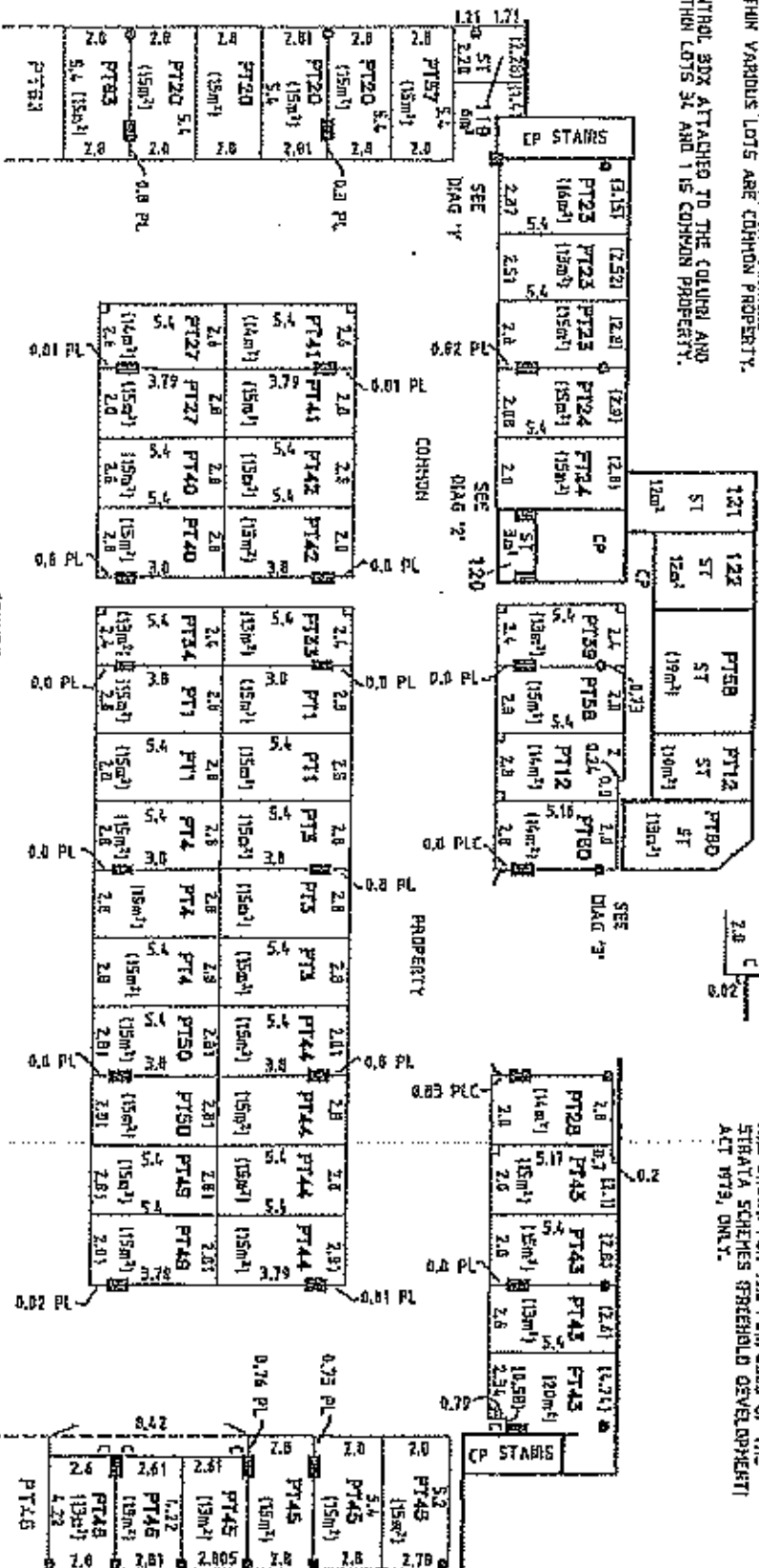
DIAGRAM 2
N.T.S.

PT24
ST
120

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT ACT 1973, ONLY).

DIAGRAM 3
N.T.S.

CP
ST
PT80



SHEET 3 ADJOINS

CP COMMON PROPERTY
C CORNER OF WALL/COLUMN
ST STORAGE AREA
PL PERMANENTLY OF CENTRALINE OF COLUMN
PLC PERMANENTLY OF FACE OF CONCRETE

90° ANGLE

CENTRALINE OF COLUMN AT FACE
UNLESS OTHERWISE SHOWN

LINE PASSING TANGENTIAL
TO COLUMN AT FACE


LINE PASSING THROUGH
CENTRALINE OF COLUMN AT FACE

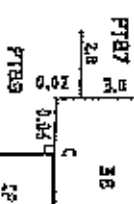
DISTANCES SHOWN ARE FROM A POINT ON A LINE TANGENTIAL TO THE FACE OF THE COLUMN
UNLESS OTHERWISE SHOWN

Surveyor: RODNEY SCOTT FITZGERALD
Surveyors Ref. 45893/04
Registration No. 621/093
Expiry date to midyear. Reduction Ratio 1:200

Registration:
25.7.2008

SP80947

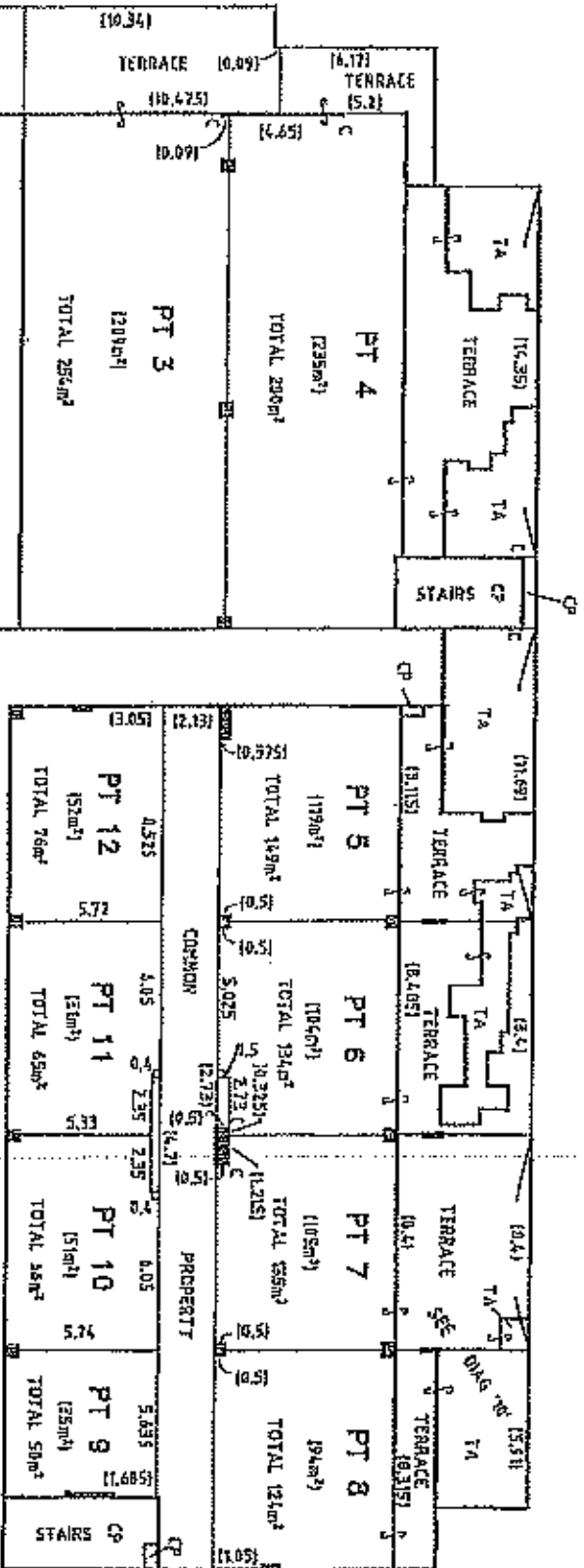
SURVEYOR RODNEY SCOTT FITZGERALD BUREAU OF REC. #3824/05 GUNSHAWAN REC. #21032 London area in mairaz. Escapade Field 1: 205	25.7.2008 	Rughstene SP80947
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SHEET 4 ADJOINS



LEVEL 1



SHEET 7

ADJOINS

THE STRATA OF THE TERRACES NOTED TA IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

THE STRATA OF THE TERRACES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TIED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES FRESHFIELD DEVELOPMENT ACT 1973, ONLY.

CENTRELINE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

90° ANGLE

TA TERRACE
 CP COMMON PROPERTY
 DMC DISABLED TOILET (CPI)
 C CORNER OF WALL/COLUMN

Surveyor: RODNEY SCOTT FITZGERALD

Registered

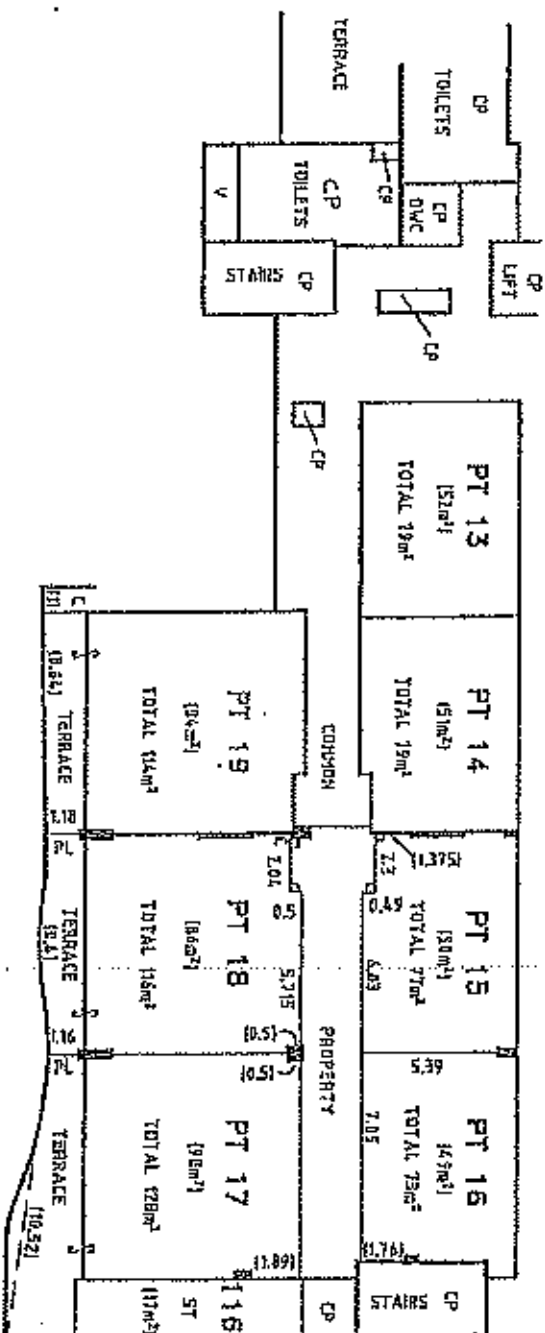
26.7.2008

SP80947

Subdivision No: 551073

Lengths are in metres. Measured field 1:250

Pr 1



LEVEL 1

THE ELEVATION OF THE TERRACES IS LIMITED BY HEIGHT TO 2 METERS ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STATISTICAL SCHEMES (FREEDOM DEVELOPMENT ACT 1973, ONLY.

IP COMMON PROPERTY
V VENT IPPL
OWN DISABLED TOILET IPPL
ST STORAGE AREA
C CORNER OF WALL/COLUMN
PL PROLONGATION OF CENTRAL LINE OF COLUMN

CEYSSIGNE OF COLUMBI AT FACE

BURNEY **RIDGLEY SCOTT FITZGERALD**
SURRYWAY **PLAT. #8997105.**

BURDECKMAN **Nat. 5.E.10.33.**
 Leasing are in progress. Reducing holes 1; 200

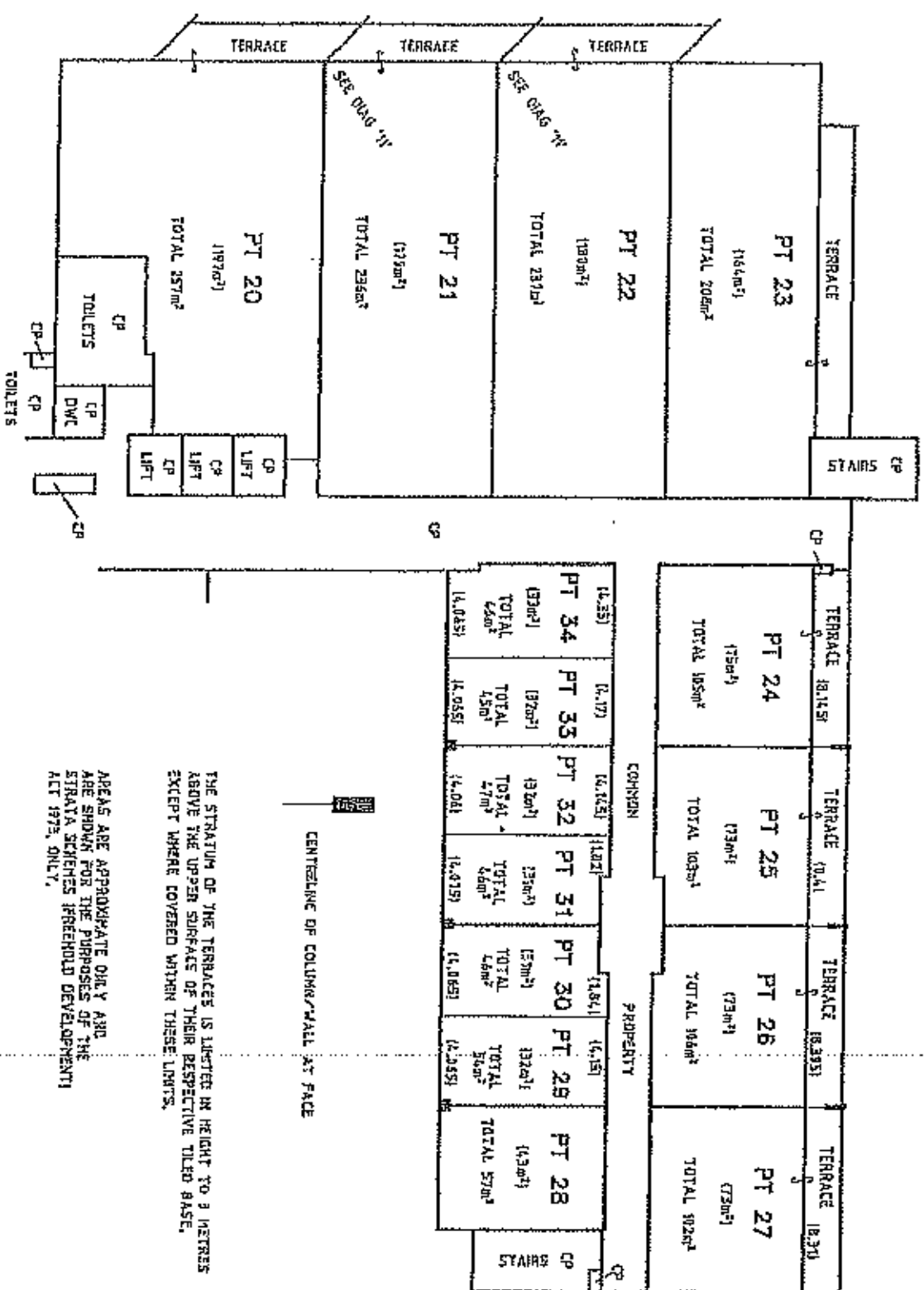
ನಿರ್ದಯ|ಶರಣರಸ್ಯ:

25.7.2008

SP80947

944057 14 RE 11.7-08

LEVEL 2



SHEET 9 ADJOINS

THE STRUTUM OF THE TERRACES IS LISTED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1975, ONLY.

TYPICAL DIAGRAM 'N.T.S.'

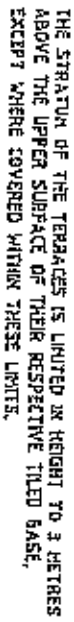
CP COMMON PROPERTY
 DVC DISABLED TOILET (CP)

Buyer: RODNEY SCOTT FITZGERALD	Register: 25.7.2008	SP80947
Buyer's Ref: 8583/04		
Substitution Ref: SC 1033		

Lengths are to centre. Reduction Ratio 1:200

Reviewed by me 11-7-08

SP80947



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEMOLD DEVELOPMENT) ACT 1973. INC. T.

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CP  COMMON PROPERTY  :
V   VENT (CP)       :
DWC  DISABLED TOILET (CP)
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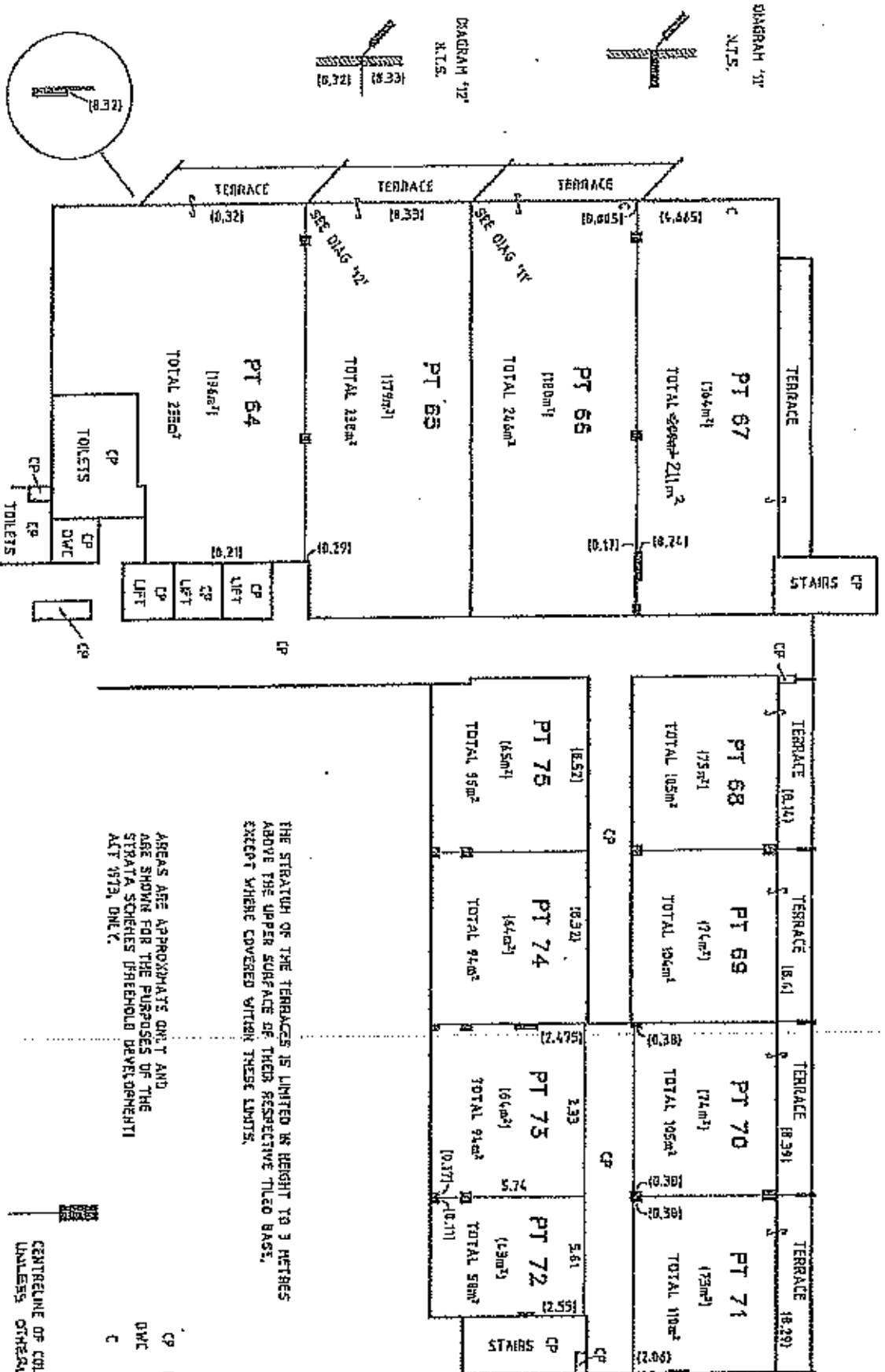
IDENTIFIER OF COLUMN: AT PAGE

ප්‍රකාශන අංක 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 8

25.7.2008

SP80947

LEVEL 4



THE STRATA OF THE TERRACES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILLO BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT ACT 1973, ONLY).

CENTRELINE OF COLUMN/WALL AT FACE UNLESS OTHERWISE SHOWN

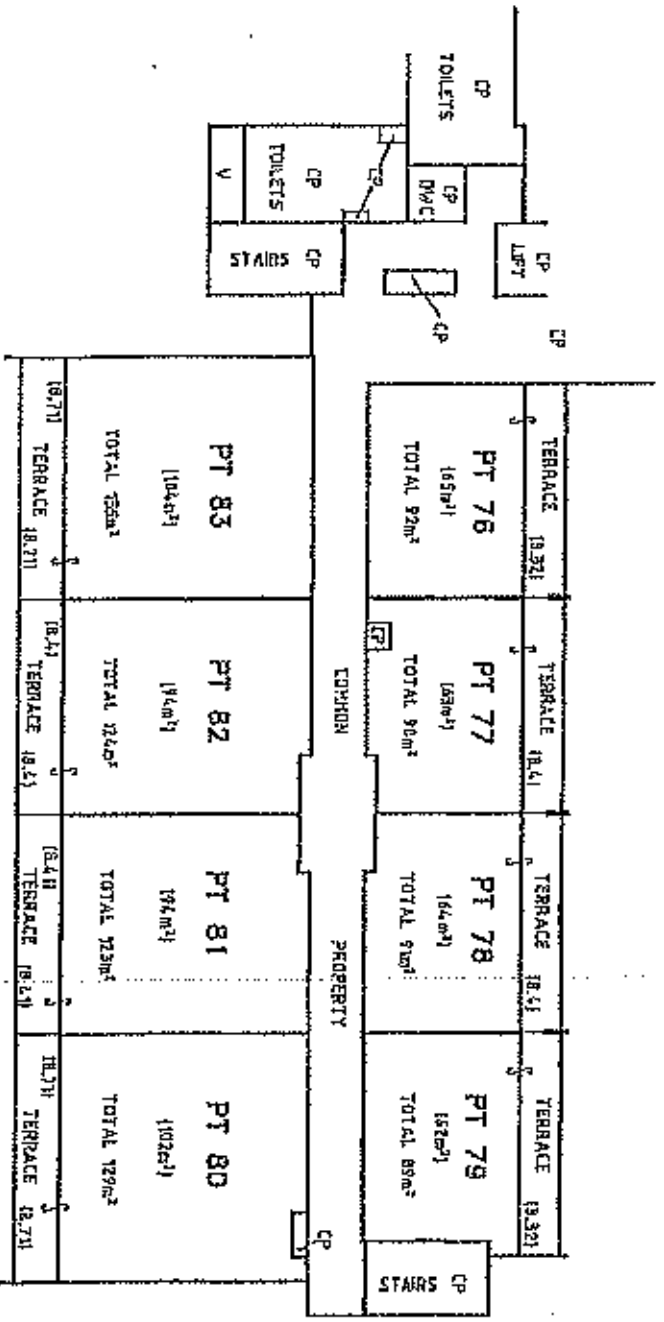
SHEET 13 ADJOINS

Surveyor: ROONEY SCOTT FITZGERALD
 Subdivision No: SC 1033
 Lodged and in force. Expiry date: 2003

Registered
 25.7.2008

SP80947

ADJOINS



CP COMMON PROPERTY
Y VENT (CP)
DWC DISABLED TOILET (CP)

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES FREEDOM DEVELOPMENT ACT 1973, ONLY.

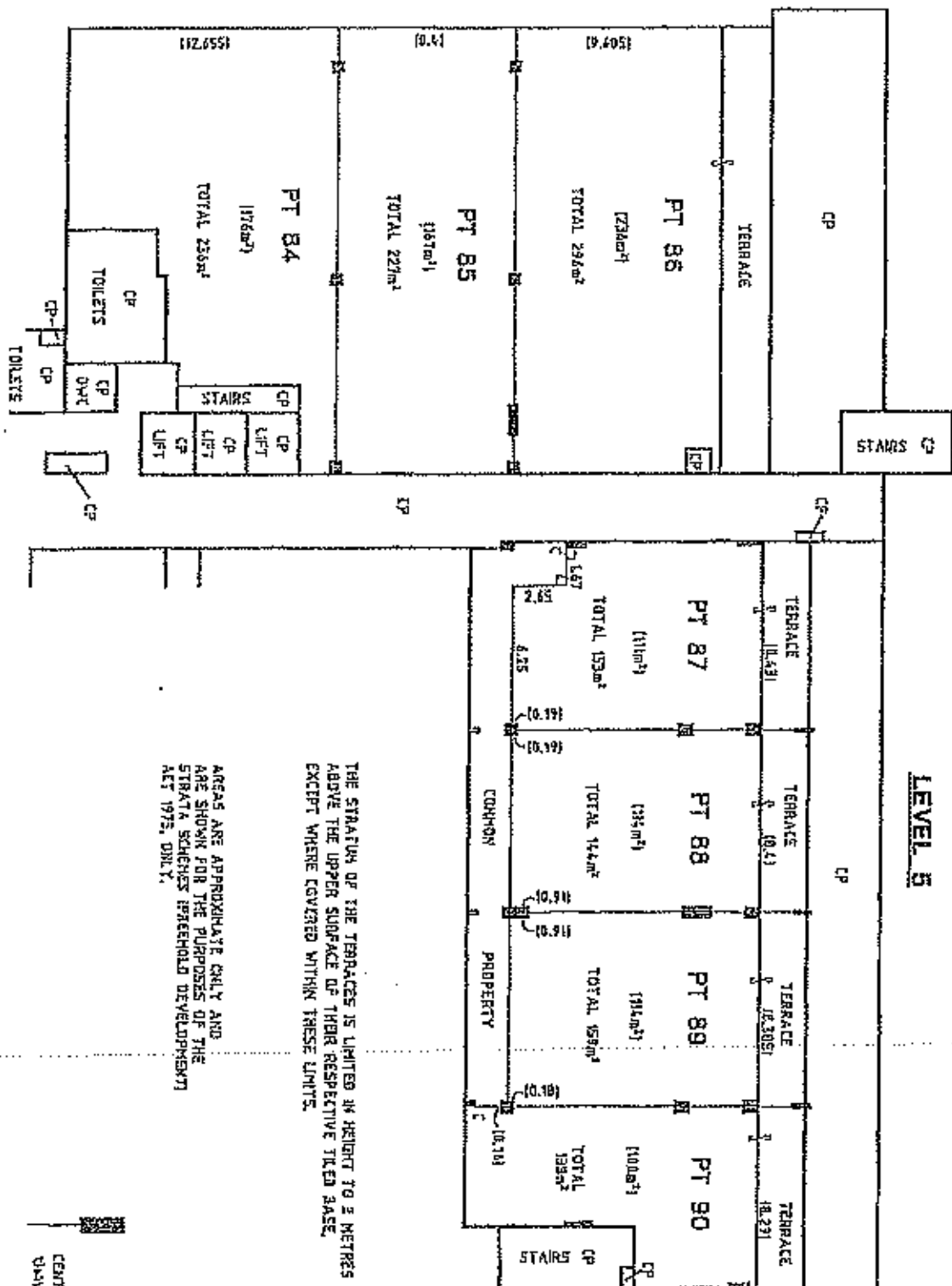
CONTRIBUTE TO COLUMN AT FACE

BURDYAN ADNEY SCOTT FITZGERALD
BURDYAN Ed, 4582/08.
BURDEKIAN Mr. S. 1073.
 Teachers are for mother. Reduction Grade 1; 2000.

ನಿರ್ವಹಣಾಧಿಕಾರಿ:

25.7.2008

SP80947



THE STAIRS OF THE TERRACES IS LIMITED IN HEIGHT TO 2 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TIED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1975. ONLY.

0447 PRESERVE TOWLET (CP)

C CORNER OF WALL/COLUMN

CP COMMON PROPERTY

40' ANGLE

CENTRELINE OF COLUMN/WALL AT FACE
OF BASES OTHERWISE SHOWN

SHEET 13 ADJOINS

FOOD & SEED INITIATIVE

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25.7.2008

SP80947

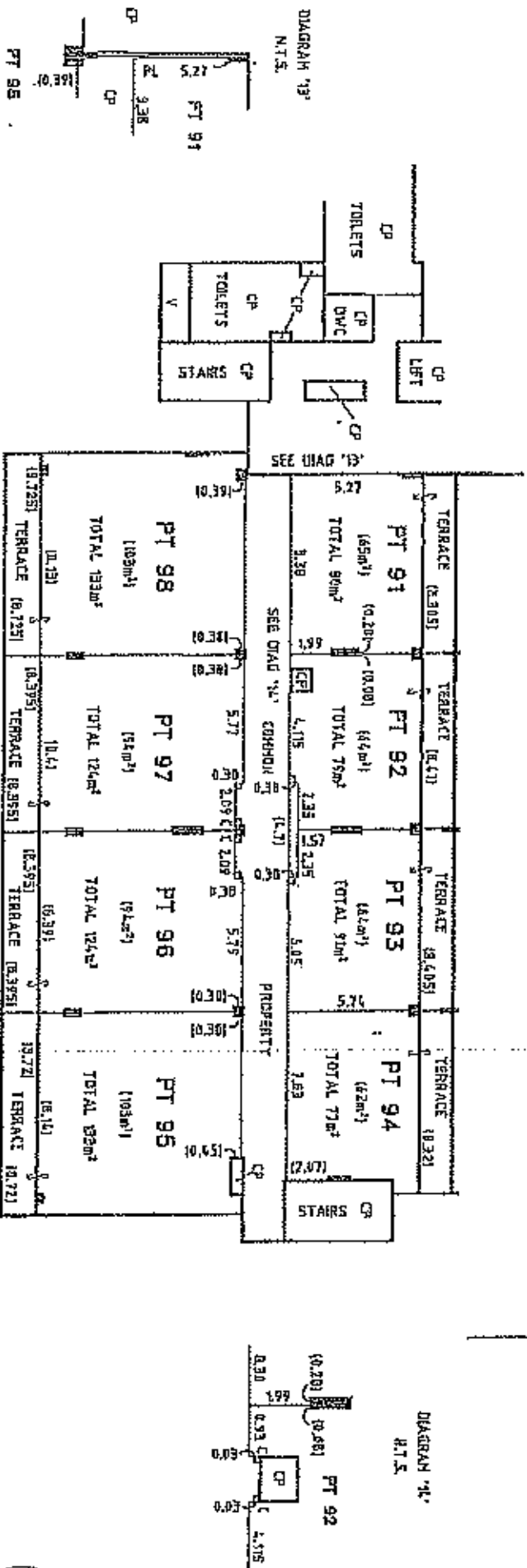
විද්‍යාත්මක විද්‍යා: 25/03/2025
 විශ්වාසනීයතාවය: 96.1033
 මාලිගාර වලට මාලිගාර, විකල්පයන් සහිත 1:200

SHEET

14

ADJOINS

LEVEL 5



THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASES, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (THRESHOLD DEVELOPMENT) ACT 1973, ONLY.

CP COMMON PROPERTY
V VENT (CP)
DWC DISABLED TOILET (CP)
C CORNER OF WALL/COLUMN
PL RECONSTRUCTION OF FACE OF WALL

CENTRELINE OF COLUMN/WALL AT FACE UNLESS OTHERWISE SHOWN

30° ANGLE

Surveyor: **ROBERT SCOTT FITZGERALD**
Surveyors Ref: **ES92/08**
Subdivision No: **SL1073**
Landscape and in relation: **Production Rule 1: 200**



Registered
25.7.2008

SP80947

STRATA PLAN FORM 3 (Part 1) WARNING: Crossing or Folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

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

The Owners - Strata Plan No 80947

"DELHI CORPORATE"
32 DELHI ROAD
NORTH RYDE NSW 2113



SP80947 S

Registered: 25.7.2008

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 45
IN DP 1119316

~~Model By-Laws adopted for this scheme~~

* ~~Keeping of Animals - Section 17(2)~~

* ~~Schedule of By-Laws in 31 sheets filed with plan~~

* ~~No By-Laws apply~~

* ~~Strike out whichever is inapplicable.~~

(Insert type being adopted)

STRATA CERTIFICATE

* Name of ~~Commonly Accredited~~ Certifier GORDON WREN
being satisfied that the requirements of the * Strata Schemes
(Freehold Development) Act 1973 or * Strata Schemes (Leasehold
Development) Act 1986 have been complied with, approves of the proposed

* ~~strata plan~~ * ~~strata plan of subdivision~~
illustrated in the annexure to this certificate.

* 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.

* ~~The plan is a plan of subdivision in respect of a development
scheme. The Council/Accredited Certifier is satisfied that the plan is
consistent with any applicable conditions of any development consent and
that the plan gives effect to the stage of the strata development
contract to which it relates.~~

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

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

36,37 AND 100-124

* This approval is given on the condition that the use of lot(s) INEL
(being utility lot(s) designed to be used primarily for the storage or
accommodation of boats, motor vehicles or goods and not for human
occupation as a residence, office, shop or the like) is restricted to the
proprietor or occupier of a lot or proposed lot (not being such a utility
lot) the subject of the strata scheme concerned, as referred to in

* section 39 of the Strata Schemes (Freehold Development) Act 1973 or
* section 69 of the Strata Schemes (Leasehold Development) Act 1986.

Date 24 JUNE 2008

Subdivision No. SC 1033

Accreditation No. BPB 0447

Relevant Development Consent No. 649.4/2002

Issued by RYDE COUNCIL

[Signature]
Authorised Person/Council Manager/Accredited Certifier

* Complete, or delete if applicable.

LGA RYDE

Locality: NORTH RYDE MACQUARIE PARK

Parish: HUNTERS HILL

County: CUMBERLAND

SURVEYOR'S CERTIFICATE

* RODNEY SCOTT FITZGERALD

H RAMSAY & CO

of PO BOX 9082 HARRIS PARK 2150

a surveyor registered under the Surveying 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 space;

* (b) the building encroaches on land (other than a public place),
in respect of which encroachment an appropriate consent;

* has been created by registered

* ~~to be created under section 88B of the Conveyancing Act 1919~~

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

Signature [Signature]

Date: 16 JUNE 2008

* Delete whichever is inapplicable.

State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 6593/05

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

* OFFICE USE ONLY

Amended by ME 11-7-08

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 45
IN DP 1119316

SP80947

Registered:  25.7.2008

* OFFICE USE ONLY

Strata Certificate Details : Subdivision No SC1033

Date 24 JUNE 2008

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	997	22	980	43	997
2	901	23	781	44	900
3	901	24	363	45	980
4	782	25	350	46	781
5	363	26	350	47	363
6	363	27	362	48	350
7	363	28	264	49	350
8	363	29	199	50	362
9	224	30	193	51	264
10	306	31	199	52	199
11	430	32	199	53	193
12	452	33	199	54	199
13	305	34	205	55	199
14	300	35	200	56	199
15	305	36	33	57	205
16	288	37	9	58	295
17	389	38	205	59	298
18	389	39	303	60	303
19	395	40	404	61	404
20	997	41	404	62	404
21	900	42	408	63	408

SCHEDULE OF UNIT ENTITLEMENTS CONTINUED ON SHEET 3

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)

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 45
 IN DP 1119316

SP80947

Registered:  25.7.2008

Strata Certificate Details : Subdivision No 5C1033

Date 24 JUNE 2008

SCHEDULE OF UNIT ENTITLEMENTS CONTINUED FROM SHEET 2

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
64	997	85	900	106	42
65	900	86	1263	107	27
66	900	87	499	108	8
67	781	88	521	109	8
68	363	89	521	110	17
69	350	90	499	111	11
70	350	91	310	112	29
71	362	92	295	113	30
72	264	93	298	114	33
73	386	94	303	115	36
74	386	95	504	116	26
75	392	96	458	117	27
76	310	97	458	118	26
77	295	98	510	119	9
78	298	99	416	120	5
79	303	100	9	121	10
80	504	101	11	122	18
81	458	102	11	123	21
82	458	103	27	124	26
83	510	104	27	AGGREGATE	44669
84	997	105	32		

STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Croaching or Folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 45
IN DP 1119316

SP80947

Registered:  25.7.2008


* OFFICE USE ONLY *


Strata Certificate Details : Subdivision No SC1033

Date 24 JUNE 2008

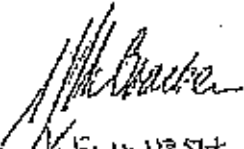
FOR SIGNATURES AND SEALS ETC





Andrew Luse
Secretary


CHRISTOPHER STANLEY
Director




J. MCCracken
DIRECTOR


ROTHWELL JAMES DENNIS STEIN
DIRECTOR

SIGNED KEITH A. DELIVERED on behalf of
ING Bank (Australia) Limited
by its attorney under power of attorney registered
Book 4502 No. 58 in the presence of:

CHRISTOPHER FANNING

Witness: Nathaniel Briggs
77 Castlereagh St, Sydney

SURVEYOR'S REFERENCE:

8593/05



Approved Form 27

SP80947 D

By-Laws

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

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

As set out in sheets 2-31 herewith.

Sheet 1 of 31 sheets

SP80947

BY-LAWS FOR
SP 80947

ATKINSON VINDEN

Lawyers

Level 8, 10 Help Street
CHATSWOOD NSW 2067
DX 29582 CHATSWOOD
Tel: (02) 9411 4466
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SP80947

TABLE OF CONTENTS

1.	INTERPRETATION	7
1.1	Definitions	7
1.2	References to certain terms	8
1.3	Headings	9
1.4	Severability	9
1.5	Discretion in exercising rights	9
1.6	Partial exercise of rights	9
1.7	Remedies cumulative	9
2.	ABOUT THE BY-LAWS	10
2.1	Purpose of the by-laws	10
2.2	Who must comply with the by-laws?	10
3.	EXCLUSIVE USE BY-LAWS	10
3.1	Purpose of the Exclusive Use By-Laws	10
3.2	Interpreting this by-law	10
3.3	How to change and Exclusive Use By-Law	10
3.4	Occupiers may exercise rights	10
3.5	Regular accounts for your costs	10
3.6	Repairing damage	11
3.7	Indemnities	11
3.8	Additional insurances	11
4.	EXCLUSIVE USE OF COMMON PROPERTY CORRIDORS	11
4.1	Exclusive Use By-Law	11
4.2	Exclusive Use Rights	11
4.3	Interpreting this By-Law	12
4.4	Obligation of the Owners	12
5.	Exclusive Use of Common Property Doors, Windows , Balconies AND ANCILLARY ITEMS	12
5.1	Exclusive Use By-Law	12
5.2	Exclusive Use Rights	12
5.3	Interpreting this By-Law	12
5.4	Obligation of the Owners	12
5.5	Reinstatement	13
5.6	Special Contribution	13
5.7	Rent For Common Property Corridor	13
6.	YOUR BEHAVIOUR	14
6.1	What are your general obligations?	14
6.2	Complying with the law	14
7.	YOU ARE RESPONSIBLE FOR OTHERS	14
7.1	What are your obligations?	14
7.2	Requirements if you lease your Lot	15

SP80947

8.	WHAT ARE YOUR OBLIGATIONS FOR YOUR LOT?	15
8.1	General Obligations	15
8.2	When will you need consent from the Owners Corporation?	15
8.3	Floor coverings	15
8.4	Changing floor coverings	16
8.5	Window tinting	16
8.6	Window coverings	16
8.7	Cleaning windows	16
8.8	Rights of the Owners Corporation to clean windows	16
9.	THE BALCONY OF YOUR LOT	16
9.1	What may you keep on a Balcony?	16
9.2	Removing items from a Balcony	16
9.3	Enclosing a Balcony	17
10.	STORING AND OPERATING A BARBEQUE	17
10.1	What are your rights and obligations?	17
10.2	Types of portable barbeques	17
10.3	Operating a portable barbeque	17
10.4	What if your barbeque interferes with someone else?	17
11.	KEEPING ANIMALS	17
11.1	What animals may you keep?	17
11.2	Your visitors	18
12.	ERECTING A SIGN	18
12.1	What approval do you need?	18
12.2	Placing signs on the Directory Board	18
12.3	Prohibited signs	18
12.4	Maintaining signs	18
12.5	The Developer	19
13.	FIRE CONTROL	19
13.1	What are your obligations?	19
13.2	Comply with the law	19
13.3	Restrictions about fire safety	19
14.	MOVING AND DELIVERING STOCK, FURNITURE AND GOODS	19
14.1	Moving in	19
14.2	What are your obligations?	19
14.3	Role of the Building Manager	20
15.	PARKING ON COMMON PROPERTY	20
15.1	General requirements	20
15.2	Using the Unloading Bay	20
16.	CONTROLLING TRAFFIC IN COMMON PROPERTY	20
17.	HOW TO DISPOSE OF YOUR GARBAGE	20
17.1	General obligations	20

SP80947

17.2	What are your rights?	21
17.3	What are your obligations?	21
17.4	Cleaning up spills	21
18.	CARRYING OUT BUILDING WORKS	21
18.1	When do you need consent?	21
18.2	When is consent not necessary?	21
18.3	<i>Procedures before you carry out Building Works</i>	22
18.4	Procedures when you carry out Building Works	22
18.5	Making arrangements with the Owners Corporation	22
19.	INTER-TENANCY WALLS	22
19.1	When may you alter or remove an Inter-Tenancy Wall?	22
19.2	What consents are necessary?	23
19.3	What are the conditions for carrying out the work?	23
20.	EXCLUSIVE USE OF AIR CONDITIONING SERVICES	23
20.1	Exclusive Use By-Law	23
20.2	Exclusive use rights	23
20.3	Interpreting this by-law	24
20.4	Obligations of the owners	24
20.5	Obligations of the Owners Corporation	24
20.6	Paying for air conditioning services	24
21.	AGREEMENT WITH THE BUILDING MANAGER	24
21.1	Purpose of the agreement	24
21.2	Initial Period	24
21.3	Delegation of functions	24
21.4	Agreements during the Initial Period	25
21.5	Agreements entered into after the Initial Period	25
21.6	What provisions must be included in an agreement?	25
21.7	Duties of the Building Manager	25
22.	LICENCES	25
22.1	Powers of the Owners Corporation	26
22.2	What provision may a licence include?	26
23.	DAMAGE TO COMMON PROPERTY	26
23.1	What are your obligations?	26
23.2	When will you need consent from the Owners Corporation?	28
24.	INSURANCE PREMIUMS	27
24.1	Consent from the Owners Corporation	27
24.2	Payment for increased premiums	27
25.	SECURITY AT THE COMPLEX	27
25.1	Rights and obligations of the Owners Corporation	27
25.2	Installation of security equipment	27
25.3	Restricting access to Common Property	27
25.4	What are your obligations?	27

SP80947

26.	SECURITY KEYS.....	28
26.1	Providing Owners and Occupiers with Security Keys.....	28
26.2	Fees for additional Security Keys.....	28
26.3	Who do Security Keys belong to?.....	28
26.4	Managing the Security Key system.....	28
26.5	What are your obligations?.....	28
26.6	Some Prohibition.....	28
26.7	Procedures if you lease your Lot.....	28
27.	RULES.....	29
27.1	Powers of the Owners Corporation.....	29
27.2	Changing Rules.....	29
27.3	What are your obligations?.....	29
27.4	What if a Rule is inconsistent with the by-laws?.....	29
28.	HOW ARE CONSENTS GIVEN?.....	29
28.1	Who may give consent?.....	29
28.2	Conditions.....	29
28.3	Can consent be revoked?.....	29
29.	FAILURE TO COMPLY WITH BY-LAWS.....	29
29.1	What can the Owners Corporation do?.....	29
29.2	Procedures.....	30
29.3	Recovering money.....	30
30.	APPLICATIONS AND COMPLAINTS.....	30
31.	operation of COMMUNITY rooms.....	30
32.	operation and maintenance of grease trap room.....	30
	Execution by Mortgagee.....	31
	Ryde City Council has consented to the by-laws set out in this instrument.....	31
	31
	General Manager/authorised person.....	31
	(the consent of the Council to the abovementioned by-laws is optional).....	31

SP80947

By-laws for SP

1. INTERPRETATION

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Air Conditioning Services includes air handling units, fan units, fan coil units, cables, conduits, pipes, wires, mechanical ventilation, ductwork and ducts which are part of Common Property or which are part of Common Property and exclusively service a Lot including by supplying air conditioning or recirculated water for air conditioning.

Balcony means a balcony, terrace, plant box or courtyard shown on the Strata Plan.

Building Manager means the building manager appointed by the Owners Corporation, according to by-law 21 ("Agreement with the Building Manager").

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot. Common Property walls include windows and doors and those walls; or
- (b) the structure of your Lot; or
- (c) the internal walls inside your Lot (eg a wall dividing two rooms in your Lot); or
- (d) Common Property services; or
- (e) Services in the Strata Plan, whether or not they are for the exclusive use of your Lot.

Building Works exclude:

- (f) minor fit out works inside a Lot; and
- (g) works or alterations to the interior of Common Property walls in a Lot (eg hanging pictures or attaching items to those walls).

Common Property means:

- (a) Common Property in the Strata Plan; and
- (b) personal property of the Owner Corporation.

Community Room means a Common Property meeting room and associated facilities on level 2 of the Complex.

Complex means the building comprised in the Strata Plan.

Council means Ryde City Council.

Developer means Maincon Holdings Pty Limited ACN 069 475 127 and Progroup Management Pty Limited ACN 075 284 454.

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

Directory Board means the Common Property directory board which may be erected in the foyer of the Complex.

SP80947

By-laws for SP

Executive Committee means the executive committee of the Owner Corporation.

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Garbage Room is the Common Property garbage room shown on the Location Plan as the "Garbage" area.

Government Agency means a government or semi-government administrative, fiscal or judicial department or entity.

Initial Period has the same meaning as it does in the Management Act.

Inter-Tenancy Wall means a Common Property wall between two Lots.

Location Plan means the location plan annexed to these by-laws as Annexure A.

Lot has the same meaning as it does in the Development Act.

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

Occupier means the occupier, lessee or licensee of a Lot.

Owner means:

- (a) the owner for the time being of a Lot; or
- (b) if a Lot is subdivided or re-subdivided, the owners for the time being of the new Lots; or
- (c) for an Exclusive Use By-Law, the owner(s) of the Lot(s) benefiting from the by-law; or
- (d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners – Strata Plan No []

Rules mean Rules made by the Owners Corporation according to by-law 27 ("Rules").

Security Keys means a key, magnetic card or other device or information used in the Complex to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owner Corporation.

Strata Plan means strata plan number [].

Unloading Bay means any Common Property unloading bay.

1.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) (Management Act) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) (you) the word "you" means an Owner or Occupier; and
- (c) (by-laws) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for the Complex; and

SP80947

By-laws for SP

- (d) (variations or replacement) a document (including the by-laws) includes any amendments, addition or replacement of it; and
- (e) (reference to statutes) a law, ordinance, code or other law includes regulations and other instruments under it and consolidates, amendments, re-enactments or replacements of them; and
- (f) (person) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) (executors, administrators, successors) a particular person includes reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) (singular includes plural) the singular includes the plural and vice versa; and
- (i) (meaning not limited) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example of a similar kind.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

1.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of the by-law or is contrary to public policy.

1.5 Discretion in exercising rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

1.6 Partial exercise of rights

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

1.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

SP80947

By-laws for SP

2. ABOUT THE BY-LAWS

2.1 Purpose of the by-laws

The by-laws regulate the day to day management and operation of the Complex. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot in the Complex.

2.2 Who must comply with the by-laws?

Owners and Occupiers must comply with by-laws. The Owners Corporation must comply with the by-laws.

3. EXCLUSIVE USE BY-LAWS

3.1 Purpose of the Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

3.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

3.3 How to change and Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

3.4 Occupiers may exercise rights

You may allow the Occupier of your Lot to exercise your rights under an Exclusive Use By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Exclusive Use By-Law.

3.5 Regular accounts for your costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

SP80947

By-laws for SP

3.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when exercising your rights of complying with your obligations under an Exclusive Use By-Law.

3.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law.

3.8 Additional insurances

In addition to your obligations under by-law 25 ("Insurance Premiums"), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused as a result of the exercise of your rights or the performance of your obligations under an Exclusive Use By-Law.

4. EXCLUSIVE USE OF COMMON PROPERTY CORRIDORS

4.1 Exclusive Use By-Law

This is an exclusive use by-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the owners of Lots benefiting.

4.2 Exclusive Use Rights

The owner of any two or more Lots which are separated by common property corridors which are not required to be utilised by any other Lots for emergency egress:

- (a) shall have exclusive use of the Common Property corridors ("corridor exclusive use area"); and
- (b) must provide any certifications reasonably required by the Owners Corporation to evidence that the use of the corridors does not compromise emergency egress; and
- (c) may remove walls to incorporate such corridors into the area of the Lots' corridor exclusive use area and shall be responsible for all upkeep and replacement of floor coverings, light fittings, ceilings, painting and lighting within the corridor exclusive use area during the period of exclusive use and at the conclusion of the exclusive use period; and
- (d) shall be responsible for electricity consumption for lighting within the exclusive use area and such lighting must only be connected to the Lot's power supply; and
- (e) shall be responsible for all costs and requirements of any authorities for the rearranging of power supply connections from the Lots to the house lighting circuit at the conclusion of the exclusive use period.

SP80947

By-laws for SP

4.3 Interpreting this By-Law

In this Exclusive Use By-Law, "you" means the owner of a lot referred to in this By-Law.

4.4 Obligation of the Owners

You must, at your cost:

- (a) operate, maintain, repair and where necessary replace any fittings, floor coverings and ceilings in the Common Property area over which the exclusive use right operates;
- (b) comply with all reasonable requirements of the owners Corporation in regard to fire safety certifications;
- (c) only use contractors approved by the Owners Corporation to maintain, repair and service any part of the exclusive use area; and
- (d) prior to the separate transfer or sale of any Lot to a third party reinstate all Common Property to recreate the corridor and entries to lots to a similar standard and in the same style as elsewhere in building.

5. EXCLUSIVE USE OF COMMON PROPERTY DOORS, WINDOWS , BALCONIES AND ANCILLARY ITEMS

5.1 Exclusive Use By-Law

This is an exclusive use by-law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the owners of Lots benefiting. By-laws 3.3 ("How to change an Exclusive Use By-Law") to 3.8 ("Additional Insurances") apply to this Exclusive Use By-Law.

5.2 Exclusive Use Rights

The owners of all Lots have exclusive use of the Common Property comprising:

- (a) suspended ceilings;
- (b) plumbing associated with sinks in each suite;
- (c) splash backs in kitchen/wet areas in each suite if installed;
- (d) front entry door to each suite;
- (e) sliding door/doors onto balconies and terraces;
- (f) the surfaces of balconies, terraces and courtyards (including any gravel beds and planter boxes); and
- (g) any inter Lot wall between two Lots in the same ownership.

5.3 Interpreting this By-Law

In this Exclusive Use By-Law, "you" means the owner of a lot referred to in this By-Law.

5.4 Obligation of the Owners

You must, at your cost:

SP80947

By-laws for SP

- (a) maintain, repair and where necessary replace suspended ceilings, plumbing, front entry doors, sliding doors/doors and all surfaces on balconies, terraces and courtyards; and
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace the services referred to in paragraph (a) above.

5.5 Reinstatement

Where an owner of a Lot owns an adjacent Lot, he must ensure that upon sale of one Lot separately from the other, that all Common Property is reinstated as follows:

- (a) Glass walls or fences reinstated between balconies;
- (b) Walls reinstated between courtyards;
- (c) Balustrades reinstated along boundaries of courtyards;
- (d) All floor surfaces reinstated; and

5.6 Special Contribution

The beneficiary of an exclusive use right over a corridor as defined in by-law 5.2. shall be liable to pay to the Owners Corporation a Special Contribution (SC) calculated as follows:

SC = A x Strata Levies per Unit Entitlement determined from time to time by the Owners Corporation, where

$$A = \frac{B \times D}{C} \text{ where,}$$

A = Equivalent Unit Entitlements attributed to Common Property Corridor over which Exclusive Use Right is granted;

B = Floor area of Common Property Corridor over which Exclusive Use Right is granted;

C = Sum of Internal areas of Lots benefiting from the exclusive use right;

D = Sum of Unit Entitlements of Lots benefiting from the exclusive use right.

5.7 Rent For Common Property Corridor

The beneficiary of an exclusive use right over a corridor as defined in by-law 5.2. shall be liable to pay to the Owners Corporation a Rent calculated at the rate of \$30.00 per square metre multiplied by the floor area of Common Property Corridor over which Exclusive use right is granted. Such Rent shall be adjusted annually on 1 July each year (Review Date) by reference to the Consumer Price Index calculated as:

$$\text{New rent} = \frac{X \times \text{CPI 2}}{\text{CPI 1}} \text{ where}$$

X = the annual rent at the last Review Date

CPI 1 = the Consumer Price Index for Sydney (all Groups) for June quarter before the previous Review Date (or for the first Review date, CPI 1 = Consumer Price Index for Sydney (all Groups) for June Quarter 2008), and

SP80947

By-laws for SP

CPI 2= the Consumer Price Index for Sydney (all Groups) for June quarter of the Year of the Review Date.

6. YOUR BEHAVIOUR

6.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or in part of a Lot which is air conditioned or allow smoke from them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in the Complex which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or the Complex.

6.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

7. YOU ARE RESPONSIBLE FOR OTHERS

7.1 What are your obligations?

You must:

- (a) take all responsible actions to ensure your visitors comply with the by-laws; and
- (b) make your visitors leave the Complex if they do not comply with the by-laws; and
- (c) take reasonable care about who you invite into the Complex; and
- (d) accompany your visitors at all times, except when they are entering or leaving the Complex.

SP80947

By-laws for SP

You must not allow another person to do anything which you can not do under the by-laws.

7.2 Requirements if you lease your Lot

If you lease or licence your Lot; you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Complex.

8. WHAT ARE YOUR OBLIGATIONS FOR YOUR LOT?

8.1 General Obligations

You must:

- (a) keep your Lot clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and , when necessary, replace an installation or alteration made under the by-laws which services your Lot (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 24 ("Insurance Premiums") for important information about increasing and paying for insurance premiums; and
- (d) at your expense, comply with all laws about your Lot including requirements of Government Agencies.

8.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) carry out Building Works; or
- (b) keep anything in your Lot which is visible from outside the Lot and is not keeping with the appearance of the Complex; or
- (c) store anything in the carspace of your Lot (other than a vehicle); or
- (d) enclose the carspace of your Lot; or
- (e) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Complex; or
- (f) install an intruder alarm with an audible signal; or
- (g) attach or hang an aerial or wires outside your Lot or the Complex.

8.3 Floor coverings

If you an Owner, you must keep the floors in your Lot covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

SP80947

By-laws for SP

8.4 Changing floor coverings

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Lot which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

8.5 Window tinting

You must have consent from the Owners Corporation to affix window tinting or other treatments to windows and glass doors in your Lot. You must ensure that the existing window tinting is not damaged and must replace it at your costs if it is damaged in any way.

8.6 Window coverings

Window coverings (eg curtains, blinds and louvres) in your Lot must be a colour and design approved by the Owners Corporation. The Owners Corporation will generally approve window coverings which match those originally installed by the Original Proprietor.

8.7 Cleaning windows

You must clean the glass in windows and doors of your Lot (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

8.8 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Complex. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under by-law 8.7 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

9. THE BALCONY OF YOUR LOT

9.1 What may you keep on a Balcony?

Except for Lots 80, 81, 82, 83, 85, 86, 87 and 88 which lots are prohibited from keeping any occasional furniture and outdoor recreational equipment on balconies, you may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Lot if:

- (a) it is a type approved by the Owners Corporation; or
- (b) it is a standard commensurate with the standard of the Complex; or
- (c) it will not (or is not likely to) cause damage; or
- (d) it is not (or is not likely to become) dangerous.

9.2 Removing Items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Lot that are not Common Property.

SP80947

By-laws for **SP**

9.3 Enclosing a Balcony

You must have consent from the Owners Corporation and Government Agencies to enclose the Balcony of your Lot.

10. STORING AND OPERATING A BARBEQUE

10.1 What are your rights and obligations?

Except for lots 80, 81, 82, 83, 85, 96, 97 and 98 which lots are prohibited from using any type of barbecue, you may store and operate a portable barbecue on the Balcony of your Lot if:

- (a) it is a type approved according to by-law 10.2 ("Types of portable barbecues"); and
- (b) it will not (or is not likely to) cause damage; and
- (c) it is not (or is not likely to become) dangerous; and
- (d) you keep it covered when you are not operating it; and
- (e) you keep it clean and tidy; and
- (f) you comply with this by-law.

10.2 Types of portable barbecues

You may store and operate the following types of portable barbecues on the Balcony of your Lot:

- (a) a covered kettle style portable barbecue; or
- (b) a covered gas or electric portable barbecue; or
- (c) any other type approved by the Owners Corporation.

You must not store or operate a portable barbecue on the Balcony of your Lot if that portable barbecue has no cover.

10.3 Operating a portable barbecue

You may only operate your barbecue during the hours of 9:00am and 9:00pm (or during other hours approved by the Owners Corporation).

10.4 What if your barbecue interferes with someone else?

When you use a barbecue, you must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

11. KEEPING ANIMALS

11.1 What animals may you keep?

You may keep in your Lot:

- (a) goldfish or other similar fish in an indoor aquarium; and
- (b) a guide dog if you need the dog because you are visually or hearing impaired.

SP80947

By-laws for SP

11.2 Your visitors

You must not allow your visitors to bring animals in to the Complex unless the animals are guide dogs or hearing dogs and your visitors are visually or hearing impaired.

12. ERECTING A SIGN

12.1 What approval do you need?

Subject to this by-law, you may erect a sign in your Lot to advertise the business operated from your Lot provided that:

- (a) you obtain all necessary consents from Government Agencies and the Owners Corporation; and
- (b) you do not etch the sign into glass windows or doors (or other glass surfaces in your Lot or on Common Property); and
- (c) you do not attach the sign to Common Property (including the Common Property windows or doors on the boundary of your Lot).

12.2 Placing signs on the Directory Board

You may place the details of the business operated from your Lot on the Directory Board (provided that the Owners Corporation agrees to provide a Directory Board) provided that, at your cost:

- (a) you comply with the instructions of the Owners Corporation regarding the materials, type face and other matters affecting the appearance of your business details; and
- (b) you place your details in the area allocated by the Owners Corporation for your use or supply such information in digital or other electronic form as the Owners Corporation shall require; and
- (c) you properly maintain and, where necessary, replace the details for your Lot on the Directory Board (whether or not you placed them on the Directory Board); and
- (d) you promptly remove from the Directory Board details for your Lot which are no longer current (whether or not you placed them on the Directory Board) or request the Owners Corporation to do so.

12.3 Prohibited signs

You must not erect:

- (a) signs with direct light on the façade of the Complex; or
- (b) a sign with flashing lights; or
- (c) a cardboard or other temporary sign on the wall or window of your Lot.

12.4 Maintaining signs

You must maintain, keep clean and in good condition, repair and, when necessary, replace signs on the Complex erected according to this by-law which service your Lot (whether or not you erected the sign).

SP80947

By-laws for SP

12.5 The Developer

While the Developer is an Owner, the Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs on Common Property or in a Lot which the Developer owns or leases.

13. FIRE CONTROL

13.1 What are your obligations?

You may keep flammable materials in your Lot only if you:

- (a) use them in connection with the lawful use of your Lot; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

13.2 Comply with the law

You and the Owners Corporation must comply with laws about fire control.

13.3 Restrictions about fire safety

You must not:

- (a) keep flammable materials on Common Property; or
- (b) interfere with fire safety equipment; or
- (c) obstruct fire stairs or fire escapes; or
- (d) keep flammable materials in the carspace of your Lot.

14. MOVING AND DELIVERING STOCK, FURNITURE AND GOODS

14.1 Moving in

You must make arrangements with the Owners Corporation at least 48 hours before you move in to or out of the Complex or move large articles (eg furniture) through Common Property.

14.2 What are your obligations?

When you take deliveries or move furniture or goods through the Complex (including the delivery of stocks and goods), you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift; and
- (b) repair any damage you (or the person making the delivery) cause to Common Property; and
- (c) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

SP80947

By-laws for SP

14.3 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Building Manager when you move in or out of the Complex; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Complex.

15. PARKING ON COMMON PROPERTY

15.1 General requirements

Subject to this by-law, you must have consent from the Owners Corporation to park or stand a vehicle on Common Property.

15.2 Using the Unloading Bay

These requirements apply to using the Unloading Bay:

- (a) you may park in and use the Unloading Bay for a maximum of one hour at a time for the purpose of unloading your vehicle or making a delivery to your Lot; and
- (b) you may allow persons delivering furniture or goods to your Lot (eg a courier of food delivery) to park in the Unloading Bay for a maximum of one hour; and
- (c) If you want to use the Unloading Bay for more than one hour at a time, you must obtain consent from the Owners Corporation.

16. CONTROLLING TRAFFIC IN COMMON PROPERTY

The Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property; and
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
- (c) install speed humps and other traffic control devices in Common Property; and
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving the Complex.

17. HOW TO DISPOSE OF YOUR GARBAGE

17.1 General obligations

This by-law relates to disposing of garbage from Lots. Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

SP80947

By-laws for SP

- (a) on Common Property (other than in the Garbage Room according to this by-law); or
- (b) in an area of your Lot which is visible from outside your Lot; or
- (c) in the carspace or storage space of your Lot.

17.2 What are your rights?

You may keep the type and number of garbage and recyclable receptacles in the Garbage Room approved by the Owners Corporation.

17.3 What are your obligations?

You must at your cost:

- (a) arrange for the regular removal of your garbage and recyclable materials from the Garbage Room; and
- (b) transport your garbage and recyclable materials to the Garbage Room; and
- (c) keep your garbage and recyclable receptacles only in the area in the Garbage Room designated for that purpose by the Owners Corporation; and
- (d) ensure that your garbage and recyclable receptacles are in a sanitary condition and do not emit odours; and
- (e) repair and maintain where necessary, replace your garbage and recyclable receptacles.

17.4 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

18. CARRYING OUT BUILDING WORKS

18.1 When do you need consent?

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.

18.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 12.5 ("The Developer"); or
- (b) alter or remove an Inter-Tenancy Wall according to by-law 19 ("Inter-Tenancy Walls"); or
- (c) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law; or
- (d) erect a sign which you are permitted to erect with consent from Government Agencies according to by-law 12 ("Erecting a Sign").

SP80947

By-laws for SP

However, you must comply with by-laws 18.3 ("Procedures before you carry out Building Works") to 18.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

18.3 Procedures before you carry out Building Works

When you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies; and
- (b) find out where service lines and pipes are located; and
- (c) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (d) if you do not need consent to carry out Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

18.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

18.5 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Complex for purposes associated with those Building Works; and
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Complex; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Complex.

19. INTER-TENANCY WALLS

19.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Lots separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Lot; and

SP80947

By-laws for SP

- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

19.2 What consents are necessary?

You do not need consent from the Owner Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 19.1 ("When may you alter or remove an Inter-Tenancy Wall?"). However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

19.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you;

- (a) carry out the work in the method certified by the structural engineer under by-law 19.1 ("When may you alter or remove an Inter-Tenancy Wall?")
- (b) If appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 18.3 (Procedures before you carry out Building Works") to 18.5 (Making arrangements with the Owners Corporation"); and
- (d) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

20. EXCLUSIVE USE OF AIR CONDITIONING SERVICES

20.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owners of lots benefiting. By-laws 3.3 ("How to change an Exclusive Use By-Law") to 3.8 ("Additional insurances") apply to this Exclusive Use By-Law.

20.2 Exclusive use rights

The Owners of all lots ;

- (a) have exclusive use of the Air Conditioning Services which exclusively service their Lot; and
- (b) jointly have exclusive use of Air Conditioning Services which do not exclusively service a Lot (e.g. but not limited to the condenser water system).

SP80947

By-laws for SP

20.3 Interpreting this by-law

In this Exclusive Use By-Laws, "you" means the Owner of a lot referred to in by-law 20.2 hereof.

20.4 Obligations of the owners

You must, at your cost:

- (a) operate, maintain, repair and, where necessary, replace Air Conditioning Services which exclusively service your Lot; and
- (b) use contractors approved by the Owners Corporation to maintain, repair and replace Air Conditioning Services which exclusively service your Lot; and
- (c) comply with the requirements of Government Agencies about Air Conditioning Services which exclusively service your Lot.

20.5 Obligations of the Owners Corporation

The Owners Corporation must operate, maintain, repair and, where necessary, replace all components of the Air Conditioning Services which are not for the exclusive use of a Lot.

20.6 Paying for air conditioning services

You must:

- (a) pay to the Owners Corporation the cost of operating, maintaining and repairing and, where necessary, replacing all components of the Air Conditioning Services which are not for the exclusive use of a Lot; and
- (b) contribute in shares proportional to the unit entitlement of your Lot towards the costs of the Owners Corporation under by-law 20.6 ("Obligations of the Owners Corporation").

21. AGREEMENT WITH THE BUILDING MANAGER

21.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with the Building Manager to provide management and operational services for the Complex generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Owners Corporation and in its capacity as an owners corporation.

21.2 Initial Period

The Owners Corporation may enter into an agreement with the Building Manager during the Initial Period.

21.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to the Building Manager.

SP80947

By-laws for SP

21.4 Agreements during the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with the Building Manager during the Initial Period:

- (a) the term of the agreement must not exceed the date which is two months after the first annual general meeting of the Owners Corporation; and
- (b) the Building Manager must not charge the Owners Corporation a fee for performing the duties under the agreement.

21.5 Agreements entered into after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with the Building Manager after the expiry of the Initial Period:

- (a) the term of the agreement may be for the period determined by the Owners Corporation (acting reasonably); and
- (b) the remuneration payable to the Building Manager for performing the duties under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

21.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and the Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

21.7 Duties of the Building Manager

The duties of the Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services; and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) making reservations for use of the Community Room;
- (e) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (f) co-ordinating the carrying out of Building Works; and
- (g) managing the Security Key system and providing Security Keys according to the by-laws; and
- (h) operating the directory board system (whether in physical or electronic form); and
- (i) providing services to the Owners Corporation, Owners and Occupiers; and
- (j) supervising employees and contractors of the Owners Corporation; and

SP80947

By-laws for SP

- (k) supervising the Complex generally; and
- (l) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Complex.

22. LICENCES

22.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its power under this by-law only by ordinary resolution at a general meeting.

22.2 What provision may a licence include?

Licences the Owners Corporation grant under this by-law may include provision about, but need not be limited to:

- (a) payments under the licence; and
- (b) the terms of the licence; and
- (c) the permitted uses of the licensed area; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

23. DAMAGE TO COMMON PROPERTY

23.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Complex on your behalf.

23.2 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

SP80947

By-laws for SP

24. INSURANCE PREMIUMS

24.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation Insurance policy.

24.2 Payment for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

25. SECURITY AT THE COMPLEX

25.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Complex; and
- (b) prevent fires and other hazards.

25.2 Installation of security equipment

Subject to the by-laws and the Strata Management Statement, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Complex.

25.3 Restricting access to Common Property

Subject to the by-laws, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot; and
- (b) restrict by Security Key your access to levels in the Complex where you do not own or occupy a Lot or have access to according to an Exclusive Use by-law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Complex. The Owners Corporation may exclude you from using these parts of Common Property.

25.4 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment, or
- (b) do anything that might prejudice the security or safety of the owners, occupiers or invitees to Lots and the Complex

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

SP80947

By-laws for SP

26. SECURITY KEYS

26.1 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 25.

26.2 Fees for additional Security Keys

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

26.3 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

26.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and in particular, to manage the Security Key system. This agreement may have provisions requiring Owners to pay the other person an administrative fee for the provision of Security Keys.

26.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys; and
- (b) take all reasonable steps not to lose Security Keys; and
- (c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

26.6 Some Prohibition

You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

26.7 Procedures if you lease your Lot

If you lease or licence your Lot, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy a Lot.

SP80947

By-laws for SP

27. RULES

27.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Complex and, in particular, the use of Common Property.

27.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time.

27.3 What are your obligations?

You must comply with the Rules.

27.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

28. HOW ARE CONSENTS GIVEN?

28.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Executive Committee at a meeting of the Executive Committee.

28.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

28.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

29. FAILURE TO COMPLY WITH BY-LAWS

29.1 What can the Owners Corporation do?

The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

SP80947

By-laws for SP

29.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

29.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

30. APPLICATIONS AND COMPLAINTS

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

31. OPERATION OF COMMUNITY ROOMS

The Owners Corporation shall be responsible for management of the Community Rooms located on level 2 of the complex, and shall be entitled to sub-contract management and booking arrangements for the Community Rooms to another party provided that such party may not charge a fee to Owners for use of the Community Rooms. Any Owner using the Community Rooms shall be responsible for the furniture and fittings in the Community rooms whilst they are occupying the rooms and must make good any damage caused by them or their invitees.

32. OPERATION AND MAINTENANCE OF GREASE TRAP ROOM

The Owner of Lot 35 shall be responsible for the operation and maintenance of the Grease Trap Room forming part of the lot including but not limited to ensuring that the door is air tight, the room is properly vented and lighted and the grease trap is kept in a clean and safe state.

EXECUTED for and on behalf of
Maincon Holdings Pty Ltd ACN 069
475 127 in accordance with Section
127(1) of the Corporations Act 2001 by
authority of the Directors:

Signature of Director

CHRISTOPHER STANLEY PARKHILL

Name of Director



Signature of Director/Secretary

ANDREW WISE

Name of Director/Secretary

SP80947


By-laws for SP

EXECUTED for and on behalf of
Progroup Management Pty Ltd ACN
075 284 454 in accordance with Section
127(1) of the Corporations Act 2001 by
authority of the Directors:

RA [Signature]
Signature of Director

CHRISTOPHER JAMES ROMULO STEIN
Name of Director

[Signature]
Signature of Director/Secretary
KENNETH J. McCracken
Name of Director/Secretary



Execution by Mortgagee

~~Hyde City Council has consented to the by-laws set out in this instrument.~~

~~General Manager/authorised person~~

(the consent of the Council to the abovementioned by-laws is optional)

SIGNED SEALED & DELIVERED on behalf of
ING Bank (Australia) Limited
by its attorney under power of attorney registered
Book 4502 No. 58 in the presence of:

[Signature]
CHRISTOPHER FANNING

Witness: Nathaniel Burgess
77 Castlereagh St, Sydney

Sheet 31 of 31 sheet

. 62127

REGISTERED



25.7.2008

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

Minor offenders may be exempt in this respect.

[illegible][illegible]

SUNTECHS PRACTICE IN COLLEGE 2001 CLASS 7021									
name	RACE TO COLLEGE				1. Ball - 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 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CONTINUED FROM PAGE 1		SALARY OF SPOUSAL AND MILITARY	
LINE	DESCRIPTION	DATE	AMOUNT
1	RENTAL	12/20/84	1,200.00
2	RENTAL	1/20/85	1,200.00
3	RENTAL	2/20/85	1,200.00
4	RENTAL	3/20/85	1,200.00
5	RENTAL	4/20/85	1,200.00
6	RENTAL	5/20/85	1,200.00
7	RENTAL	6/20/85	1,200.00
8	RENTAL	7/20/85	1,200.00
9	RENTAL	8/20/85	1,200.00
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17	RENTAL	4/20/86	1,200.00
18	RENTAL	5/20/86	1,200.00
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20	RENTAL	7/20/86	1,200.00
21	RENTAL	8/20/86	1,200.00
22	RENTAL	9/20/86	1,200.00
23	RENTAL	10/20/86	1,200.00
24	RENTAL	11/20/86	1,200.00
25	RENTAL	12/20/86	1,200.00
26	RENTAL	1/20/87	1,200.00
27	RENTAL	2/20/87	1,200.00
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37	RENTAL	12/20/87	1,200.00
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46	RENTAL	9/20/88	1,200.00
47	RENTAL	10/20/88	1,200.00
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53	RENTAL	4/20/89	1,200.00
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55	RENTAL	6/20/89	1,200.00
56	RENTAL	7/20/89	1,200.00
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78	RENTAL	5/20/91	1,200.00
79	RENTAL	6/20/91	1,200.00
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81	RENTAL	8/20/91	1,200.00
82	RENTAL	9/20/91	1,200.00
83	RENTAL	10/20/91	1,200.00
84	RENTAL	11/20/91	1,200.00
85	RENTAL	12/20/91	1,200.00
86	RENTAL	1/20/92	1,200.00
87	RENTAL	2/20/92	1,200.00
88	RENTAL	3/20/92	1,200.00
89	RENTAL	4/20/92	1,200.00
90	RENTAL	5/20/92	1,200.00
91	RENTAL	6/20/92	1,200.00
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113	RENTAL	4/20/94	1,200.00
114	RENTAL	5/20/94	1,200.00
115	RENTAL	6/20/94	1,200.00
116	RENTAL	7/20/94	1,200.00
117	RENTAL	8/20/94	1,200.00
118	RENTAL	9/20/94	1,200.00
119	RENTAL	10/20/94	1,200.00
120	RENTAL	11/20/94	1,200.00
121	RENTAL	12/20/94	1,200.00
122	RENTAL	1/20/95	1,200.00
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THE BUREAU OF THE
FEDERAL RESERVE

החברה נמצאת בבעלותו של מר. יצחק בן-צור, מנכ"ל החברה, אשר מכהן בתפקיד זה מאז הקמתה. מר. בן-צור הוא גם מייסדה של החברה.

1944-1945, 1946-1947, 1948-1949, 1950-1951, 1952-1953, 1954-1955, 1956-1957, 1958-1959, 1960-1961, 1962-1963, 1964-1965, 1966-1967, 1968-1969, 1970-1971, 1972-1973, 1974-1975, 1976-1977, 1978-1979, 1980-1981, 1982-1983, 1984-1985, 1986-1987, 1988-1989, 1990-1991, 1992-1993, 1994-1995, 1996-1997, 1998-1999, 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 2480-2481, 2482-2483, 2484-2485, 2486-2487, 2488-2489, 2490-2491, 2492-2493, 2494-2495, 2496-2497, 2498-2499, 2500-2501, 2502-2503, 2504-2505, 2506-2507, 2508-2509, 2510-2511, 2512-2513, 2514-2515, 2516-2517, 2518-2519, 2520-2521, 2522-2523, 2524-2525, 2526-2527, 2528-2529, 2530-2531, 2532-2533, 2534-2535, 2536-2537, 2538-2539, 2540-2541, 2542-2543, 2544-2545, 2546-2547, 2548-2549, 2550-2551, 2552-2553, 2554-2555, 2556-2557, 2558-2559, 2560-2561, 2562-2563, 2564-2565, 2566-2567, 2568-2569, 2570-2571, 2572-2573, 2574-2575, 2576-2577, 2578-2579, 2580-2581, 2582-2583, 2584-2585, 2586-2587, 2588-2589, 2590-2591, 2592-2593, 2594-2595, 2596-2597, 2598-2599, 2600-2601, 2602-2603, 2604-2605, 2606-2607, 2608-2609, 2610-2611, 2612-2613, 2614-2615, 2616-2617, 2618-2619, 2620-2621, 2622-2623, 2624-2625, 2626-2627, 2628-2629, 2630-2631, 2632-2633, 2634-2635, 2636-2637, 2638-2639, 2640-2641, 2642-2643, 2644-2645, 2646-2647, 2648-2649, 2650-2651, 2652-2653, 2654-2655, 2656-2657, 2658-2659, 2660-2661, 2662-2663, 2664-2665, 2666-2667, 2668-2669, 2670-2671, 2672-2673, 2674-2675, 2676-2677, 2678-2679, 2680-2681, 2682-2683, 2684-2685, 2686-2687, 26

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2. **Steffen, Pado and Plattner**
Wirtschaftsinformatik

Los angeles ca 90045-1234

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Mr. Tolson	Mr. Boardman	Mr. Nichols
Mr. Belmont	Mr. Mohr	Mr. Casper
Mr. DeLoach	Mr. Bishop	Mr. Callahan
Mr. Casper	Mr. Callahan	Mr. Conrad
Mr. Felt	Mr. Gale	Mr. Rosen
Mr. Gale	Mr. Rosen	Mr. Sullivan
Mr. Harbo	Mr. Sullivan	Mr. Tavel
Mr. Hendon	Mr. Tavel	Mr. Trotter
Mr. Jones	Mr. Trotter	Mr. Tele. Room
Mr. McGuire	Mr. Tele. Room	Mr. Holmes
Mr. Mumford	Mr. Holmes	Miss Gandy

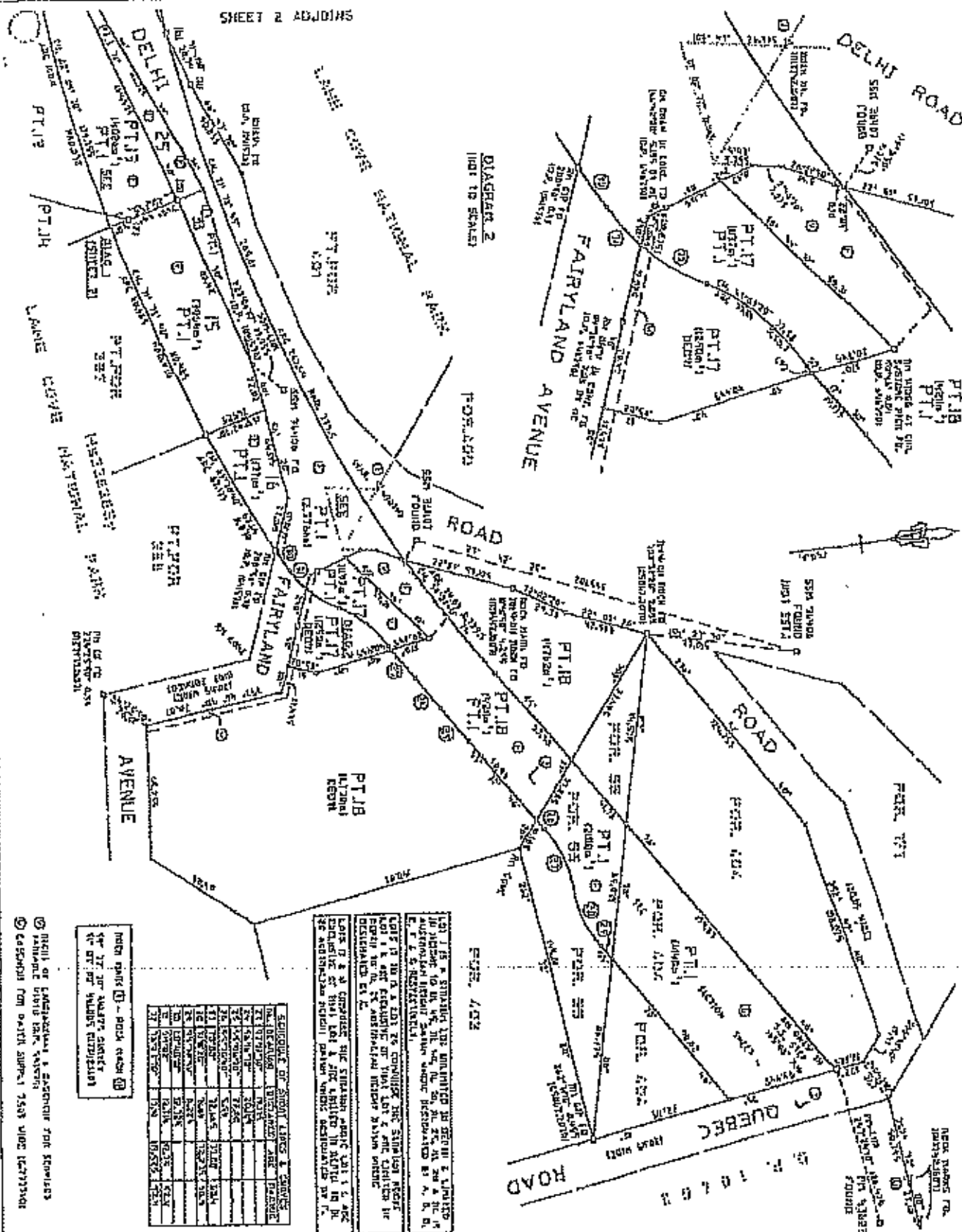
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1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

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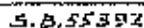
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WARRANT: DANE COUNTY VS THE FOLLOWING WILL, AND TO BE ELECTED:

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2	1.4000	72	7.00	100 L	"
3	1.4000	72	7.00	100 L	"
4	1.4000	72	7.00	100 L	"
5	1.4000	72	7.00	100 L	"

77	BOUTIN	DAVE
78	BOUTIN	DONALD

23	811462	7.89
24	811463	12.91
25	811464	12.91
26	811465	5.17
27	811466	7.13
28	811467	3.88
29	811468	1.85
30	811469	15.24
31	811470	19.20



13-06-2007

$$-\frac{1}{2} \frac{d}{dt} \int_{\mathbb{R}^n} |\nabla u|^2 dx + \frac{1}{2} \frac{d}{dt} \int_{\mathbb{R}^n} u^2 dx = 0$$

1. What are the major groups of organisms?
 2. What are the major groups of organisms?
 3. What are the major groups of organisms?

Application Form 4-2505

STUDENTS MUST : ANSWER ALL

AT DA



TRANSFER
including easement
(not Property Act 1958)



2371803 J

01/07

70/009076100 50 5001 945010

LAND TRANSFER

(A) LAND TRANSFERRED
Shew no more than 20 References to Title.
If appropriate, specify the area transferred.

Folio Identifiers 1/809848 and 2/809848

(B) TENEMENTS

Section (land bundle)	Dominant (land bundle)
1/809848 2/809848	2/605346 1/605346

(C) LOADED BY

LTD, Box	Name, Address or DX and Telephone
G... ..	MSITC, MAANA REFERENCE (max. 15 characters) 01:221 0000 FAX 221 7037

(D) TRANSFEROR ... SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION
(E) acknowledges receipt of the consideration of \$1,700,000.00 and subject to the following
(F) ENCUMBRANCES 1. Lease 0121731, 2. ... as regards the above land
(G) transfers to the transferee on a fee simple and the transferor ...
(H) reserves an easement as set out in Schedule Two hereto

(I) TRANSFEREE

T	NANX HOLDINGS PTY LIMITED TENANCY: ACN 089 254 193	OVER
---	---	------

(K) We certify this dealing correct for the purposes of the Real Property Act 1958
Signed in my presence by the transferor who is personally known to me

J. M. Cripps
Signature of Witness
J. M. Cripps
Name of Witness (BLOCK LETTERS)
3/14 K... ..
Address of Witness



Signed in my presence by the transferee who is personally known to me,

Signature of Witness
Name of Witness (BLOCK LETTERS)
Address of Witness

IC
Signature of Transferee
A. Corpaco
CHECKED BY (initials, date)

DISTRIBUTE FOR FILLING OUT THIS FORM ARE GIVEN ON PAGE 4

SCHEDULE TWO
RESERVATION OF EASEMENT

Complete the Transferor's part of the form

in transferor reserves

RIGHT OF WAY AND EASEMENT FOR SERVICES

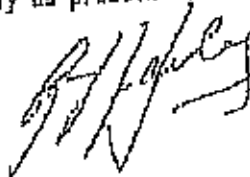
- A. The Transferor reserves the full and free right for itself, any proprietor from time to time of the dominant tenement and any person authorised by the Transferor and any proprietor from time to time of the dominant tenement to go, pass and repass at all times and for all purposes with or without animals vehicles or both over that part of the servient tenement as shown marked "PROPOSED RIGHT OF WAY AND EASEMENT FOR SERVICES 4 & 6M WIDE" in DP [266523].

AND each Proprietor from time to time of the dominant tenement and the servient tenement shall not park any vehicle upon the servient tenement so as to obstruct the use of the right of carriageway by any person authorised to use it.

AND the cost of maintenance and repair of the right of carriageway shall be borne equally between:

- (a) the proprietor for the time being of the servient tenement; and
- (b) the proprietor for the time being of the dominant tenement.

- B. The Transferor reserves the full and free right for itself and any proprietor from time to time of the dominant tenement and any person authorised by the Transferor and any proprietor from time to time of the dominant tenement to make, lay out, construct, erect, install, carry, maintain, use on, through, above or under the servient tenement all drains, pipes, conduits, poles, wires and other equipment and materials necessary to provide and carry all or any services of water, sewerage, drainage, gas, electricity, mail, light, telephone, garbage, garbage disposal, maintenance and/or other services to go through and from the said servient tenement provided that the said drains, pipes, conduits, poles, wires and/or other equipment and materials shall be laid in such a position so as to cause as little interference as possible with the servient tenement TOGETHER WITH the right for such person and every person authorised by him with any tools, implement or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such services or on any part thereof provided that such persons and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.



INSTRUCTIONS FOR COMPLETION

1. This form is to be used only for the transfer of land together with the granting or reservation of an easement. For other transfers, use Forms 97-01T, 97-01TP or 97-01FO as appropriate.
2. The form must be completed clearly and legibly in permanent, dark, black or dark-blue non-copying ink.
3. Do not use an eraser or correction fluid or make alterations with a single correction material. Mark each correction in the left-hand margin. On pages 2 and 3, rule through and initial any Schedule which is not applicable.
4. If the space provided is insufficient at any point, you may annex additional sheets. These must be the same size as the form. Properly, colour, and must conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the persons executing the form and any adjoining witness. Any plan annexed must comply with Regulation 37 Real Property Act Regulation 1971.
5. The following instructions relate to the designated sections of the form.

(A) LAND

If there are more than twenty references to this, place all on an annexure (see 4 above) with twenty per sheet.

(B) TENEMENTS

Show the references in title for the dominant and servient tenements of the easement.

(C) LODGED BY

This section is to be completed by the person or firm lodging the form at the Land Titles Office. References (not to be corrected) This is important. Any omissions, errors, blank spaces, etc. will be corrected as erroneous.

(D) TRANSFEROR

Show the full name. Address and occupation are not required.

(E) CONSIDERATION

Show the consideration in figures.

(F) ENCUMBRANCES

Show the registered number of any lease, mortgage, charge or writ to which the transfer is subject. Any lease, mortgage, charge or writ affecting the servient tenement should also be noted, or consent of the lease, mortgage or charge provided.

(G) GRANT OF EASEMENT

To be included if the transferor grants an easement. Otherwise, delete.

(H) RESERVATION OF EASEMENT

To be included if the transferor reserves an easement. Otherwise, delete.

(I) TRANSFEREE

Show the full name. Address and occupation are not required.

(J) TENANCY

Specify the tenancy of the transferee, and where appropriate the interest. If there is one transferee only, delete "TENANCY".

(K) EXECUTION

The transfer must be executed by or on behalf of all the parties.

By a party personally The form must be signed in the presence of an adult witness who is not a party to the transfer and who knows the party signing personally. The witness must complete the appropriate section of the form.

By attorney The power of attorney must be registered in the General Register of Deeds at the Land Titles Office. The execution should take the form: "I, A.B. by her attorney X.Y. full power pursuant to power of Attorney Book 1234 Number 567."

Under authority If executed pursuant to an authority other than a power of attorney, the nature of the authority must be stated.

By corporation under seal The execution must either include a statement that the seal has been properly affixed, or otherwise the particulars within the corporation of all those witnessing the signing of the seal.

By a collector for the transferor State that the person executing is the transferor's collector, and show the full name.

(L) SCHEDULE ONE Grant of easement

State the nature of the easement and accurately describe the site. A grant of easement, other than an easement in gross, must comply with s.38 Conveyancing Act 1934. The transferor must be the registered proprietor of the servient tenement.

(M) SCHEDULE TWO Reservation of easement

State the nature of the easement and accurately describe the site. A reservation of easement, other than an easement in gross, must comply with s.38 Conveyancing Act 1934. The transferor must be the registered proprietor of the dominant tenement.

This completed form must be presented to the Office of State Revenue, STAMP DUTIES DIVISION, then lodged by hand at the LAND TITLES OFFICE, Queen's Square, Sydney, together with the certificate of title for the land transferred and the servient tenement, and a completed Notice of Sale (obtainable from the Land Titles Office).

If you have any questions about filling out this form, please call (02) 222-0000 and ask for Customer Services Branch.

REGISTRATION DIRECTION ANNEXURE

FIRST SCHEDULE DIRECTIONS

SECOND SCHEDULE AND OTHER DIRECTIONS

SECOND SCHEDULE AND OTHER DIRECTIONS				
FOLIO IDENTIFIER	DIRECTION	NOTES	DEALING NUMBER	DETAILS
12/809248	ON	EA		Right of Carriageway 4 5 i var. width affecting part of the land shown so burdened in DP 266523
12/809248	ON	EB		Easement for Services 4 5 i var. width affecting part of the land shown so burdened in DP 266523.
12/809248	OFF	NO	DP 266523	
12/605346	ON	EA		Right of Carriageway 4 5 i var. width appurtenant to the land above described affecting the part shown so burdened in DP 266523
12/605346	ON	EB		Easement for Services 4 5 i var. width appurtenant to the land above described affecting the part shown so burdened in DP 266523
12/809248	CT	>	605M	
12/605346	CT	>	NO CT	

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

(Sheet 1 of 3 Sheets)

DP1119316

Plan of Plan of Consolidation of Lots 4 & 5
 in DP1047032 covered by Subdivision
 Certificate No. ...

Full name and address
 of owner of the land:

Maincon Holdings Pty Limited
 ACN 069 475 127 & Progroup Management
 Pty Limited ACN 075 284 454
 C/o level 5, 83 Mount Street,
 NORTH SYDNEY 2060

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction of 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 Electricity and Other Purposes 2.8 wide	45	EnergyAustralia ABN 67 505 337 385

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:

PART 2 (Terms)

Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.

An easement on the same terms and conditions as set out in registered memorandum AC2890413. In this easement "Electricity and Other Purposes" is taken to have the same meaning as "electricity works" in the memorandum.

Name of person empowered to release, vary or modify restriction or positive covenant number 1 in the plan.

EnergyAustralia ABN 67 505 337 385

DP1119316

(Sheet 2 of 3 Sheets)

The instrument should be signed in accordance with Item 9 of the Conveyancing (General) Regulation 1998.

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

Corporation: Molecon Holdings Pty Limited ACN869 475 127
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: CHRISTOPHER PARENTELL
Office held: Director



Signature of authorised person:

Name of authorised person: ANDREW WIFE
Office held: Director

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

Corporation: Progroup Management Pty Limited ACN 075 284 459
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: ANTHONY J. MACHADE
Office held: Director



Signature of authorised person:

Name of authorised person: ANTHONY JAMES DEWILDE
Office held: Director

EXECUTED for and on behalf of
ENERGY AUSTRALIA by
Grant Kenneth Greene-Smith
its duly constituted Attorney pursuant to Power of
Attorney registered Book 4476 No. 983 in the presence
of:

W. A. M. W. E. R. L. E. Y
Witness

W. A. M. W. E. R. L. E. Y
Name of Witness (please print)

DP1119316

(Sheet 3 of 3 Sheets)

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

Corporation: ING Bank (Australia) Limited ACN _____
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held: Director



SIGNED SEALED & DELIVERED on behalf of
ING Bank (Australia) Limited
by its attorney under power of attorney registered
Book 4502 No. 58 in the presence of:

Vicki Gray:

Signature of authorised person:

Name of authorised person:

Office held: Director

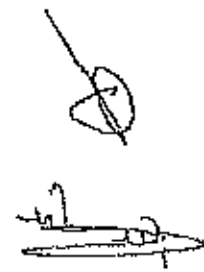
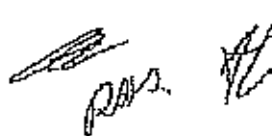


KRISTINA SAWA
77 CADILLAC ST
SYDNEY 2000
NSW

REGISTERED



1.11.2007



Form: - 13PC

Licence: 01-03-074

Licensed: LEAP Legal Software Pty Limited

Firm owner: Atkinson Vinder Heatwoods

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919

AE61217C

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 88B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE 45/119316

(B) LODGED BY

Delivery Box
124E LLPN: 123820V
Legalink Pty Ltd Sydney Office
Ln, 170 Phillip St., Sydney NSW 2000
PO Box A250 Sydney South NSW 125
Ph: 02 9230 6900
AVHC: 136920

CODE

PC

(C) REGISTERED PROPRIETOR

Maison Holdings Pty Limited ACN 069 475 127 & Program Management Pty Limited ACN 075 204 454

(D) LESSEE

Of the above land agreeing to be bound by this positive covenant

MORTGAGEE
or
CHARGE

Nature of Interest	Number of Instrument	Name
Mortgage	AC420943	ING BANK (AUSTRALIA) LIMITED

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
City Of Ryde

(F) The prescribed authority having imposed on the above land a positive covenant 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

26/06/2008

(G) Execution by the prescribed authority

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:

Name of witness:

Address of witness:

Edgardo Zoghbi
12 BAILEY STREET
BELFIELD NSW 2191

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

M WHITTAKER

GENERAL MANAGER

(G) Execution by the registered proprietor

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:

Name of witness:

Address of witness:

ANNE GOODALE
53A BEECHER ST
BEECHER

Signature of attorney:

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.: 441

Maison Holdings Pty Limited
ACN 069 475 127

(H) Consent of the mortgagee

The mortgagee under mortgage No. AC 420943, agrees to be bound by this positive covenant.

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:

Name of witness:

Address of witness:

SIGNED & DELIVERED on behalf of
ING Bank (Australia) Limited
by its attorney under power of attorney registered
Book 450 No. 58 in the presence of:

Signature of mortgagee:

CHRISTOPHER FANNING

Witness: Nathalia Burgess

Nathalia Burgess

77 Castlereagh Rd, Sydney

Annexure A to Positive Covenant

PARTIES:

MAINCON HOLDINGS PTY LIMITED ACN 069 475 127 AND PROGROUP
MANAGEMENT PTY LIMITED ACN 075 284 454 - Registered Proprietor
CITY OF RYDE- Prescribed Authority

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

Signature of witness



Name of witness:

ANNE GOODALE

Address of witness:

50A BELMONT RD
BEECHDALE

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 attorney:



Attorney's name:

Signing on behalf of: Progroup Management Pty Limited
ACN 075 284 454

Power of attorney - Book: 4525

- No: 442

φ ANDREW WILDE

Annexure B to Positive Covenant

PARTIES:

MAJNCON HOLDINGS PTY LIMITED ACN 069 475 127 AND PROGROUP
MANAGEMENT PTY LIMITED ACN 075 284 454 Registered Proprietor

CITY OF RYDE Prescribed Authority

Dated 26 / 06 / 2008

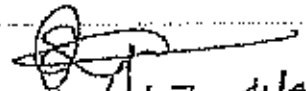
Terms of Positive Covenant Hereby Imposed:

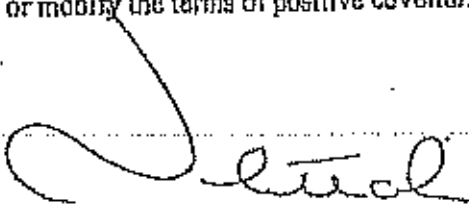
The Registered Proprietor will at his own expense well and sufficiently maintain and keep in good and substantial repair and working order in accordance with dimensions approved by the City of Ryde any on-site detention system (which expression shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water) (herein after called "the system") which exists from time to time on the land.

Where the Registered Proprietor of the burdened lot fails to maintain the system in accordance with the above and fails to comply with any written request of the City of Ryde within such reasonable time as nominated in said request, the Registered Proprietor shall meet any reasonable costs incurred by the City of Ryde in carrying out works necessary to reinstate satisfactory performance of the system.

The terms "Registered Proprietor" shall include the Registered Proprietor of the land from time to time, and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this covenant shall bind all those registered proprietors jointly and severally.

The name of the body empowered to release, vary or modify the terms of positive covenant referred to in the plan, is to be City of Ryde.


Edgard Zoghbi
Senior Development Engineer
City of Ryde


M WHITTAKER
GENERAL MANAGER




Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-LAW
New South Wales
Real Property Act 1900



AF182437L

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

(A) TORRENS TITLE

For the common property
CP/SP80947

(B) LODGED BY

Document Collection Box 495R	Name, Address or DX and Telephone LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference: _____	CODE CB
--	---	-----------------------

(C) The Owners-Strata Plan No. 80947 certify that pursuant to a resolution passed on 23 November 2009 and in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. NOT APPLICABLE

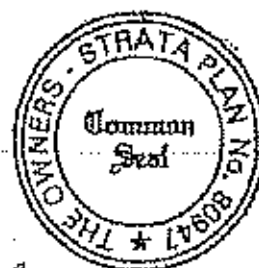
Amended by-law No. 5.6 and 6.1

as fully set out below:

By-law 5.6 is amended so that the reference to By-law 5.2 is changed to 4.2.

By-law 6.1(c) is amended to provide as follows:

(c) smoke cigarettes, cigars or pipes on Common Property or any part of a Lot, or allow anyone to do so.



(F) The common seal of the Owners-Strata Plan No. 80947 was affixed on 25/11/09 in the presence of—

Signature(s):

Name(s):

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

(G) COUNCIL'S CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that

has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:



Form: 15CB
Release: 3.0
www.lpma.nsw.gov.au

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900

AH236709G

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 88B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SD 80947		
(B) LODGED BY	Document Collection Box 495R	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 123354X BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference:	CODE CB

- (C) The Owners-Strata Plan No. 80947 certify that pursuant to a resolution passed on 27 August 2012 and
- (D) In accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 1, 2 and 3
Amended by-law No. NOT APPLICABLE
as fully set out below:

(See Annexure hereto)



- (F) The common seal of the Owners-Strata Plan No. 80947 was affixed on 31/8/12 in the presence of—

Signature(s):

Name(s):

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

STRATA SCHEME NO 80947
ANNEXURE TO NOTIFICATION OF BY-LAWS

SPECIAL BY-LAW 1 - Visitors Car Park

1. An owner, occupier or lessee of a lot may not permit use of the visitors' car park except by an invitee to the lot and pursuant to an arrangement between the invitee and the Owners Corporation on the terms set out in cl.2.
2. By driving into the visitors' carpark, the invitee enters into the following arrangement with the Owners Corporation with respect to the invitee's motor vehicle:
 - (a) the invitee may park the motor vehicle in a car space in the visitors' car park for no more than two hours per day;
 - (b) the invitee will be liable to pay to the Owners Corporation a \$50.00 parking charge for parking a motor vehicle for more than two hours per day in the visitors' car park;
 - (c) the Owners Corporation is not liable for any damage to the invitee's motor vehicle within the visitors' car park, whatever the cause of the damage;
 - (d) the invitee will be liable to reimburse the Owners Corporation any towing fee, not exceeding \$500.00, if the licensee's vehicle must be towed to remove any obstruction it causes another vehicle;
 - (e) if a parking charge or towing fee is payable, the motor vehicle driven by the invitee may be prevented from leaving the visitors' car park until the charge or fee is paid to the Owners Corporation;
 - (f) the invitee's motor vehicle may be monitored by camera.
3. An owner, occupier and lessee of a lot must ensure that before driving into the visitors' car park, an invitee to the lot is aware of the terms of the arrangement with the Owners Corporation to which the invitee shall become party by driving into the visitors' car park.

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 80947 was affixed on the 11 day of August 2012 in the
presence of

Names: Richard Birtel

Signatures: [Signature]

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



4. The owner, occupier or lessee of a lot by whom the invitee is invited to the lot warrants that the invitee has the authority of the owner of the motor vehicle driven by the invitee to consent on behalf of the owner to the arrangement made with respect to the owner's motor vehicle.
5. For the purposes of this by-law, "motor vehicle" includes truck, utility and motorcycle; "drive" and cognate words include "ride" and cognate words.

SPECIAL BY-LAW 2 - Bollards in Driveway

The Owners Corporation may install and may maintain bollards in the driveway from Delhi Road to prevent parking in the driveway.

SPECIAL BY-LAW 3 - Carpark Entry Tag

1. Subject to a request being made in accordance with this by-law, the Owners Corporation must issue to the owner of each lot one carpark entry tag ("tag") in respect of each carspace within the lot ("carspace").
2. An owner of a lot who requests the issue of a tag must:
 - (a) surrender to the Owners Corporation a current car park entry card ("card"), or pay to the Owners Corporation the sum of \$44.00 (or other sum determined by the Owners Corporation according to any increase in the cost of supplying tags), for each tag to be issued to the owner;
 - (b) provide the Owners Corporation with the make and registration number of the vehicle (or of each of the vehicles) which the owner intends may park in a carspace within the lot.
3. The Owners Corporation may deny access to the car park by means of a card, but may permit the continued use of a current card to obtain access to the car park by means of a lift.
4. The Owners Corporation may issue additional tags to an owner when the Owners Corporation considers that each of several motor vehicles will be parked at different times in the one car space.

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 80947 was affixed on the 31 day of August 2012 in the
presence of

Names:

Richard Birtel

Signatures:

R. M. Smith

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



5. An owner, occupier or lessee of a lot may not park or allow the parking of a motor vehicle in a car space in respect of which a current tag has not issued for that motor vehicle.
6. If a motor vehicle is parked or left:
 - (a) on common property without the consent in writing of the Owners Corporation; or
 - (b) in a car space in respect of which a tag for that vehicle has not issued, and the Owners Corporation has not been notified in writing that the party entitled to use the car space consents to this use of the car space,then the Owners Corporation may cancel:
 - (i) the tag issued in respect of that motor vehicle;
 - (ii) the tags issued in respect of other motor vehicles entitled to park in the car space in which that motor vehicle may park;
 - (iii) the tags issued in respect of any or all motor vehicles entitled to park in carspaces which form part of the lot of which the carspace in which that motor vehicle should have parked also forms part,upon notice given by the Owners Corporation to the owner of the lot.
7. Such notice may be given by telephone, facsimile, post, email or by delivery to the lot.
8. For the purposes of this by-law, "motor vehicle" includes truck, utility and motorcycle; "drive" and cognate words include "ride" and cognate words.

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 80947 was affixed on the 21 day of August 2012 in the
presence of

Names: Richard Ginter

Signatures: R. M. Ginter

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



Form: 1SCB
Release: 3.0
www.lprma.nsw.gov.au

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



AH843990C

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

(A) TORRENS TITLE	For the common property CP/SP 80947	
(B) LODGED BY	Document Collection Box 495R	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference: <input type="text"/>
		CODE CB

- (C) The Owners-Strata Plan No. 80947 certify that pursuant to a resolution passed on 03 June 2013 and
- (D) In accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 4
Amended by-law No. NOT APPLICABLE
as fully set out below:

(See Annexure hereto)



(F) The common seal of the Owners-Strata Plan No. 80947 was affixed on 19/6/2013 in the presence of—

Signature(s):

Name(s):

[Signature]
REX CUMMINS

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

STRATA SCHEME NO 80947
ANNEXURE TO NOTIFICATION OF BY-LAWS

SPECIAL BY-LAW 4 – Construct Staircase Between Levels 3 and 4

Definitions and Interpretation

In this by-law unless the context otherwise requires:

- "Act" means the Strata Schemes Management Act 1996;
- "Drawings" means the drawings attached hereto describing the Works;
- "Lots" means Lots 45, 46, 64, 65, 66 & 67 SP80947;
- "Owner" means the owner of the Lots;
- "Owners Corporation" means the Owners Corporation for SP80947;
- "Strata Plan" means SP80947.

In this by-law unless the context or definitions require otherwise:

The singular includes plural and vice versa;

Any gender includes the other genders;

Any terms in the by-law will have the same meaning as those defined in the Act; and

References to legislation include references to amending and replacing legislation.

Background

The Owner of the Lots has requested permission to construct a staircase between lots 45 & 46 on level 3 and lots 64, 65, 66 & 67 on level 4.

Permission

The Owner of the Lots is entitled to carry out the Works for the construction of a staircase linking that part of the Lots on level 3 with that part of the Lots on level 4.

The Owner is authorised only to carry out the Works and nothing that extends beyond the scope of the works contemplated in the Drawings.

THE COMMON SEAL of THE OWNERS – STRATA PLAN
NO 80947 was affixed on the 19th day of June 2013 in the
presence of

Names: Rex Cummins

Signatures: [Signature]

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



Exclusive Use Rights

Subject to compliance with the other provisions of the by-law, the owner of the Lots is granted exclusive use of that part of the common property between levels 3 and 4 in the Lots for the purpose of construction and use of the staircase.

The Owner is authorised only to carry out the Works and nothing that extends beyond the scope of the works contemplated in the Drawings.

Consents and Approvals

Before the Works are carried out, the Owner must obtain any necessary consents or approvals from Council (and any other permission required by a governmental authority) and provide a copy of the consent or approval (or permission) to the Executive Committee.

The Owner is solely responsible for the cost of gaining all consent, approval and other permission.

The Owners Corporation must sign any necessary application to local government authorities for consent to carry out the Works pursuant to this by-law.

Carrying Out the Works

The owner must ensure that the Works are carried out in accordance with all consents or approvals obtained under this by-law and in a proper and workmanlike manner by a licensed contractor who holds adequate current public liability and workers compensation and risk insurance.

If requested by the Executive Committee, the owner must provide the Owners Corporation with evidence of the currency of such insurance.

The owner must comply with the reasonable requirements of the Executive Committee from time to time regarding the Works.

Noise

The owner must ensure that the Works are carried out in such a manner so that any noise emanating from the works does not unreasonably disturb the owners for the time being of all other Lots.

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 80947 was affixed on the 19th day of June 2013 in the
presence of

Names: REX CUDMINS

Signatures: [Signature]

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



Any part of the works which is likely to emanate noise which may disturb the owners for the time being of any other Lots must ~~not~~ be carried out between the hours of 7.00am and 5pm.

Damage

The Owner must immediately repair any damage to common property caused in any way in connection with the Works.

The Owner fully indemnifies the owner of all other Lots and the owners Corporation against any claim, loss, damage or action arising in connection with any part of the Works.

In addition to any powers, authorities, duties and functions conferred or imposed upon the Owners Corporation, the Owners Corporation has, in relation to the Works, the power to levy (other than by way of contribution) on the Owner the amount of any charges or costs claimed from or paid by the owners Corporation and which were incurred by it in:

repairing any damage or common property caused in any way in connection with the Works; or

abating any nuisance hazard from the Works.

Completion of the Works

In undertaking the works, the Owner must by himself, his agents, servants and contractors:

use best quality and appropriate materials, in a proper and skilful manner;

comply with all conditions and requirements of Council;

comply with the Building Code of Australia and all pertinent Australian Standards;

comply with any conditions imposed by the Owners Corporation under this by-law;

not allow the obstruction of reasonable use of the common areas of the strata scheme by building materials, tools, machine, debris or motor vehicles;

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 80947 was affixed on the 19th day of June 2013 in the
presence of

Names: Rex Summers

Signatures: [Signature]

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



comply with the requirements of any building consultant or engineer engaged by the Owners Corporation to supervise or to inspect the works, for the purpose of ensuring compliance with the provisions of this condition; and

give the occupants of other Lots in the building not less than 24 hours notice of any demolition or other work involving the use of percussion tools.

Subject to any extension necessitated by reasons beyond the Owner's control (such as bad weather), the Owner must complete the works within four weeks of commencement.

The Owner may not vary the works except in accordance with the written approval of the Owners Corporation and, if such approval is required, the Council.

After completion of the works, the Owner must provide the Owners Corporation with a copy of the compliance certificate for the works under Part 4A of the Environment Planning and Assessment Act 1979.

Maintenance

The Owner must:

maintain the works and all associated additions and alterations, ancillary fittings and fixtures in a state of good and serviceable repair; and

renew or replace the works and all associated additions and alterations, ancillary fittings and fixtures whenever necessary.

Subject to any amendment of the by-laws from time to time and to any resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation continues to be responsible to properly maintain the common property and to keep it in a state of good and serviceable repair.

Indemnity

The Owner must indemnify the Owners Corporation against any liability or expense which would not have been incurred if the works had not been undertaken and, for the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 80947 was affixed on the 19th day of June 2013 in the
presence of

Names:

Rex Summers

Signatures:

[Signature]

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



Insurance

If a claim is made in respect of any insurance of the works held by the Owner, the Owner must apply the proceeds to the repair or completion of the works, or to reimbursement for their repair or completion.

Subject to prior written agreement by the Owner, the Owners Corporation may make and conduct any claim against an insurer under the Contractors' All Risk Insurance policy in respect of the works.

Change of Ownership and Reinstatement

The rights of this by-law are for the benefit of the Owner to maintain an opening and a staircase in the common property only while the Owner is the registered proprietor of all of the lots comprised in the Lots.

In the event that the ownership of any one of the lots comprised in the Lots is transferred, the Owner must, prior to such transfer, remove the staircase and restore the common property the subject of the Works and this by-law, to the condition it was prior to the commencement of the Works or to such other condition as may be approved in writing by the Owners Corporation.

Costs

The Owner must meet all reasonable expenses (including any legal expenses) of the Owners Corporation incurred in the implementation and enforcement of this by-law (including any cost of restoring the common property the subject of the Works).

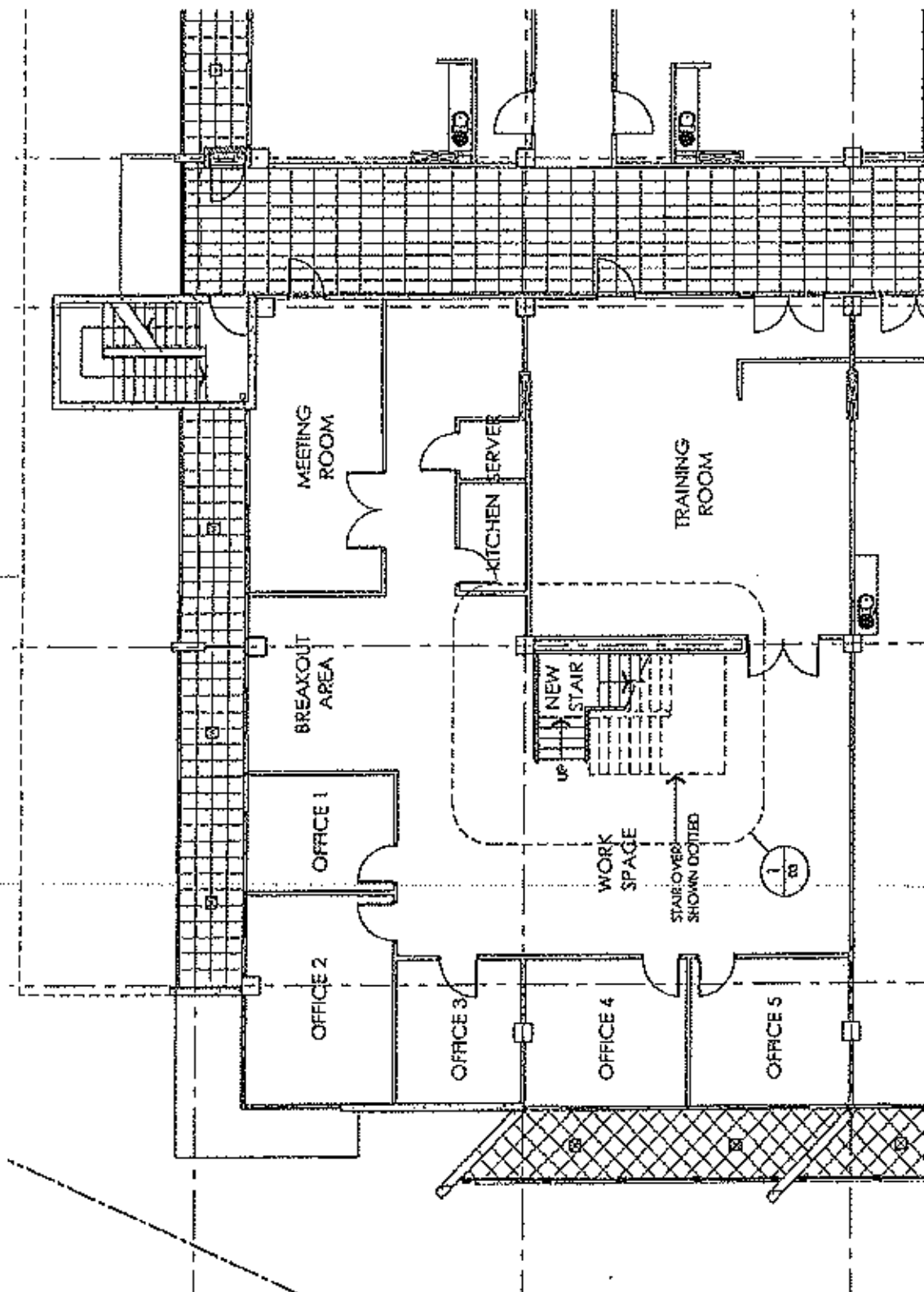
THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 80947 was affixed on the 19th day of June 2013 in the
presence of

Names: Rex Connors

Signatures: [Signature]

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.





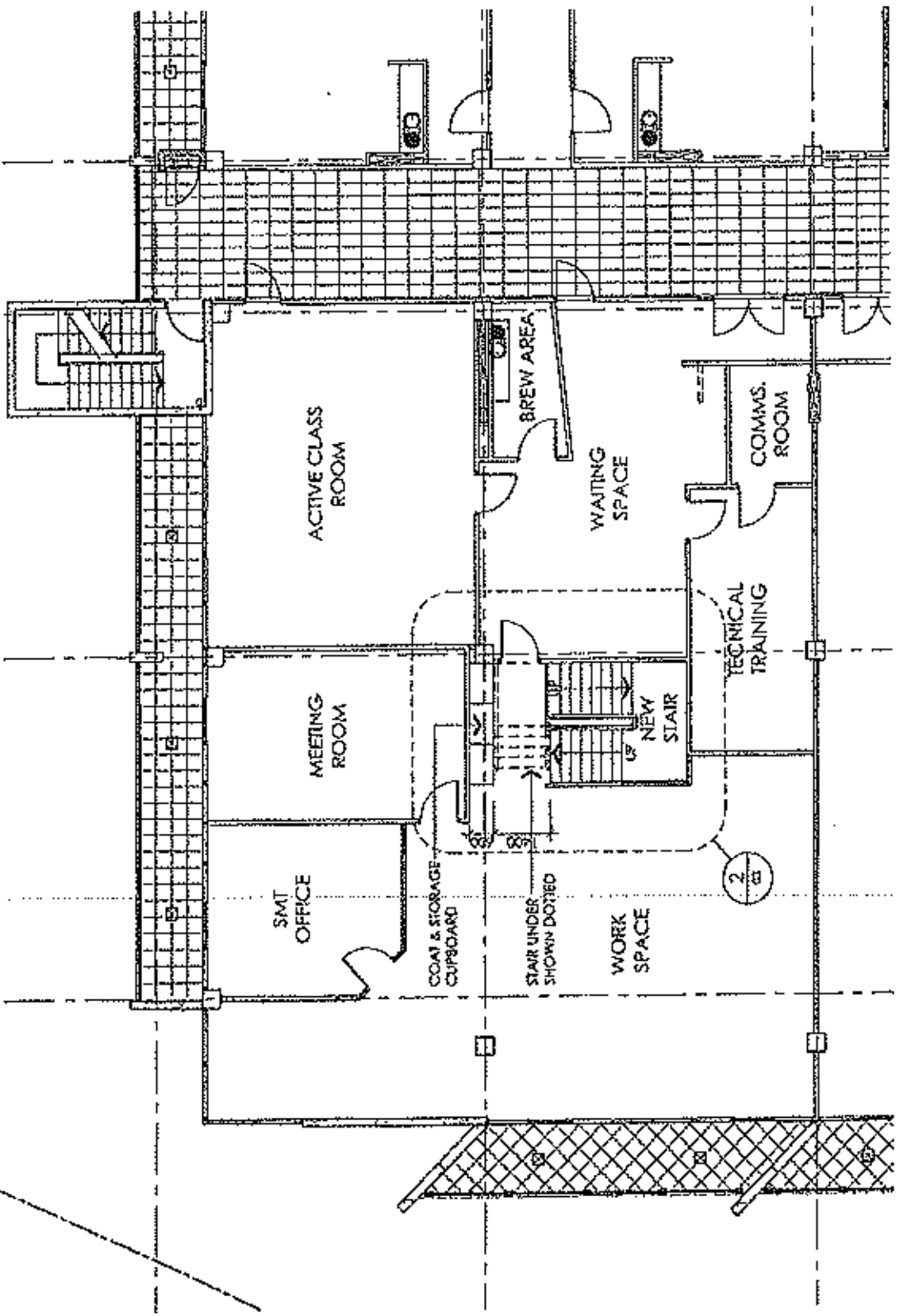
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FD	01	
DATE	15.13	
SCALE	1:50	
DRAWN	TROP	
PROJECT NO.	2329	

FLOOR PLAN LEVEL 3
SCALE 1:50 @ A3

32 DELHI ROAD NORTH RYDE

LEFFLER SIMES ARCHITECTS
LEFFLER SIMES PTY. LTD.
ARCHITECTS
SYDNEY 7 YONGE STREET NEUTRAL BAY NSW 2030 AUSTRALIA
PH (02) 9505 1044 FAX (02) 9505 1055 EMAIL info@lefflersimes.com.au
MELBOURNE LEVEL 2, 18 COVINGTON VIC 3000 AUSTRALIA
PH (03) 9654 8344 FAX (03) 9654 8344
ACN 107 043 992 ABN 28 001 043 992

100

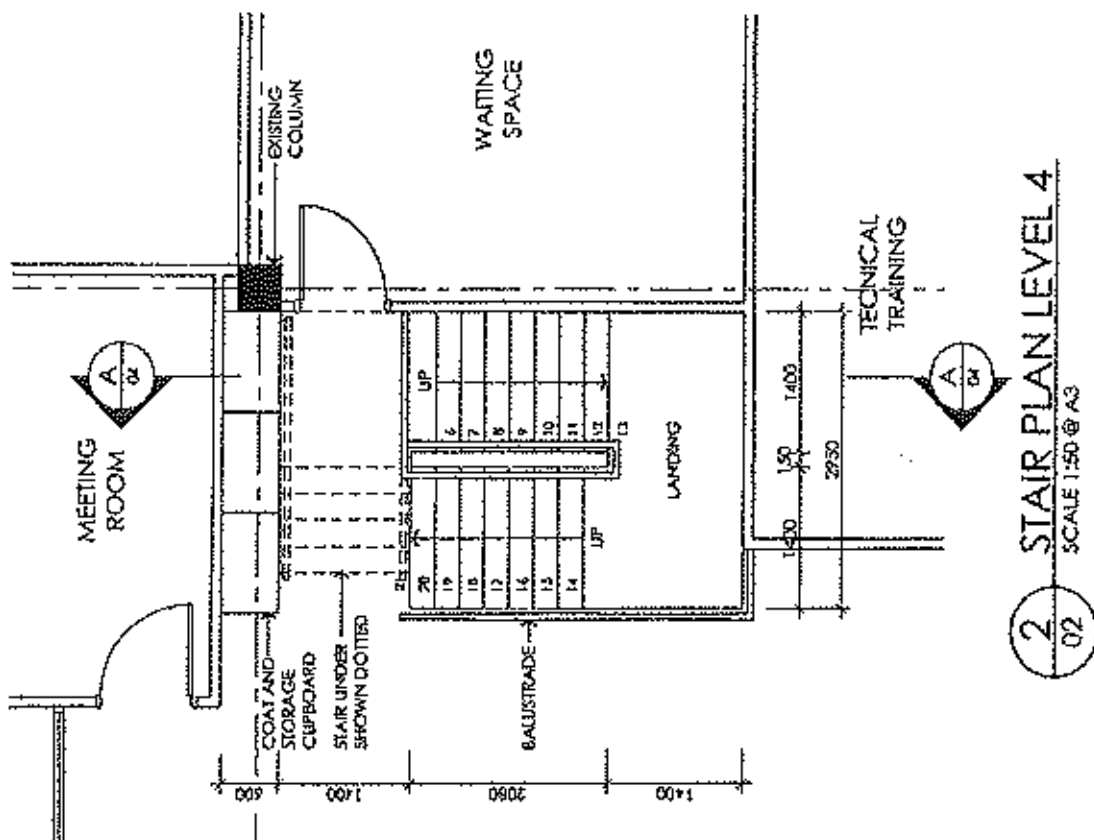


ISSUE	DATE	AMENDMENT
FD	02	
DATE	05.12	
SCALE	1:50	
QUANTITY	1:50	
PROJECT NO.	2329	

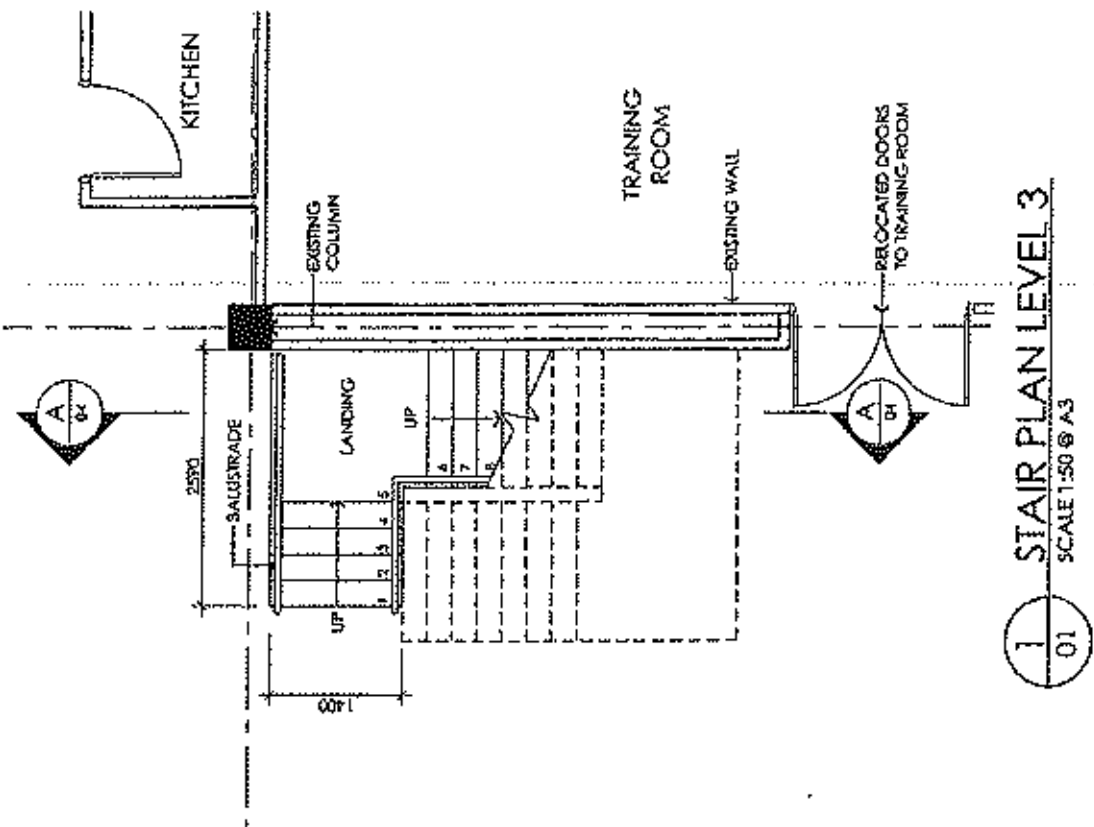
FLOOR PLAN LEVEL 4
 SCALE 1:50 @ A3

32 DELHI ROAD NORTH RYDE

LEFFLER SIMES ARCHITECTS
 LEFFLER SIMES PTY. LTD.
 ARCHITECTS
 STONEY: 7 YOUNG STREET MELBOURNE VIC 3000 AUSTRALIA
 PH (03) 9609 1344 FAX (03) 9609 1328 EMAIL: info@lefflersimes.com.au
 MELBOURNE: LEVEL 2, 18 OLIVER LANE VIC. 3000 AUSTRALIA
 PH (03) 9604 4344 FAX (03) 9604 4344
 ACT 001 043 582
 ABN 38 001 043 582



2 STAIR PLAN LEVEL 4
 SCALE 1:50 @ A3



1 STAIR PLAN LEVEL 3
 SCALE 1:50 @ A3

LEFFLER SIMES ARCHITECTS
 LEFFLER SIMES PTY LTD. ARCHITECTS
 STONEY 7 YOUNG STREET NEUTRAL BAY NSW 2086 AUSTRALIA
 PH (02) 9009 3044 FAX (02) 9660 3028 EMAIL info@lefflersimes.com.au
 MELBOURNE LEVEL 2, 18 OLIVER LANE VIC, 3000 AUSTRALIA
 PH (03) 9554 1044 FAX (03) 9554 8244
 ACD 001 043 392 ACD 10 001 043 392

32 DELHI ROAD NORTH RYDE

ISSUE DATE AMENDMENT

DATE R.S.13

SCALE 1:50

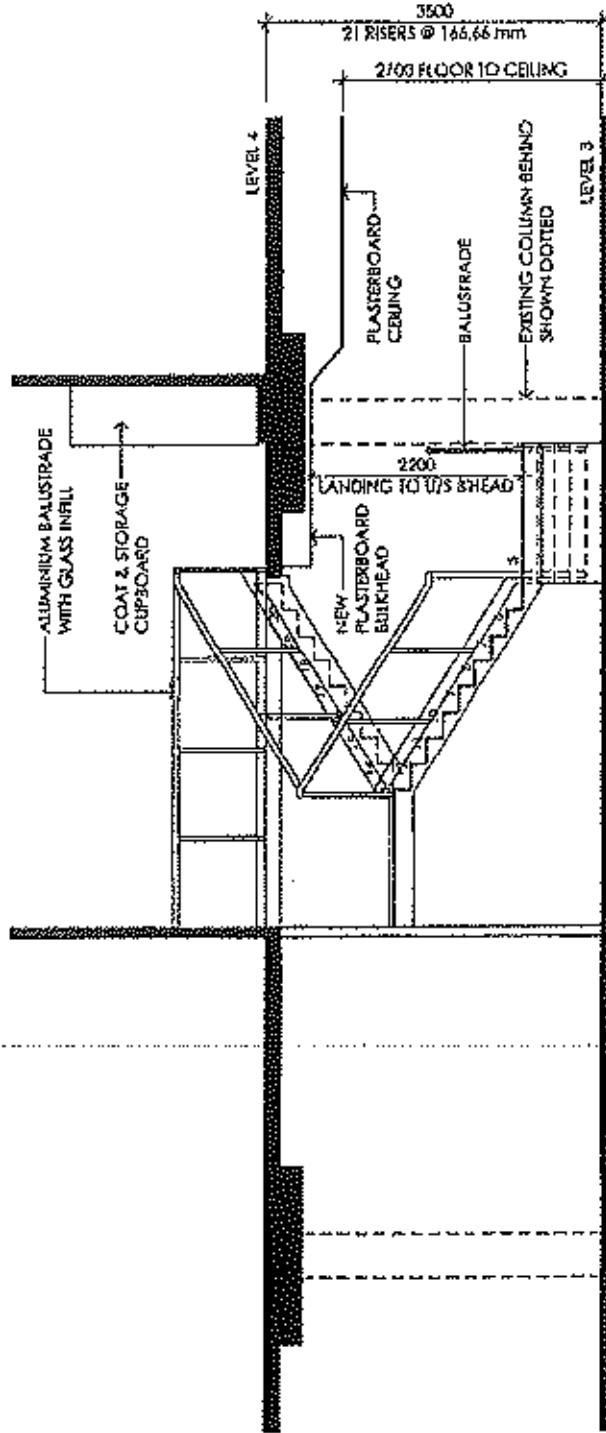
DRAWN: TROP.

PROJECT NO.

2329

FD

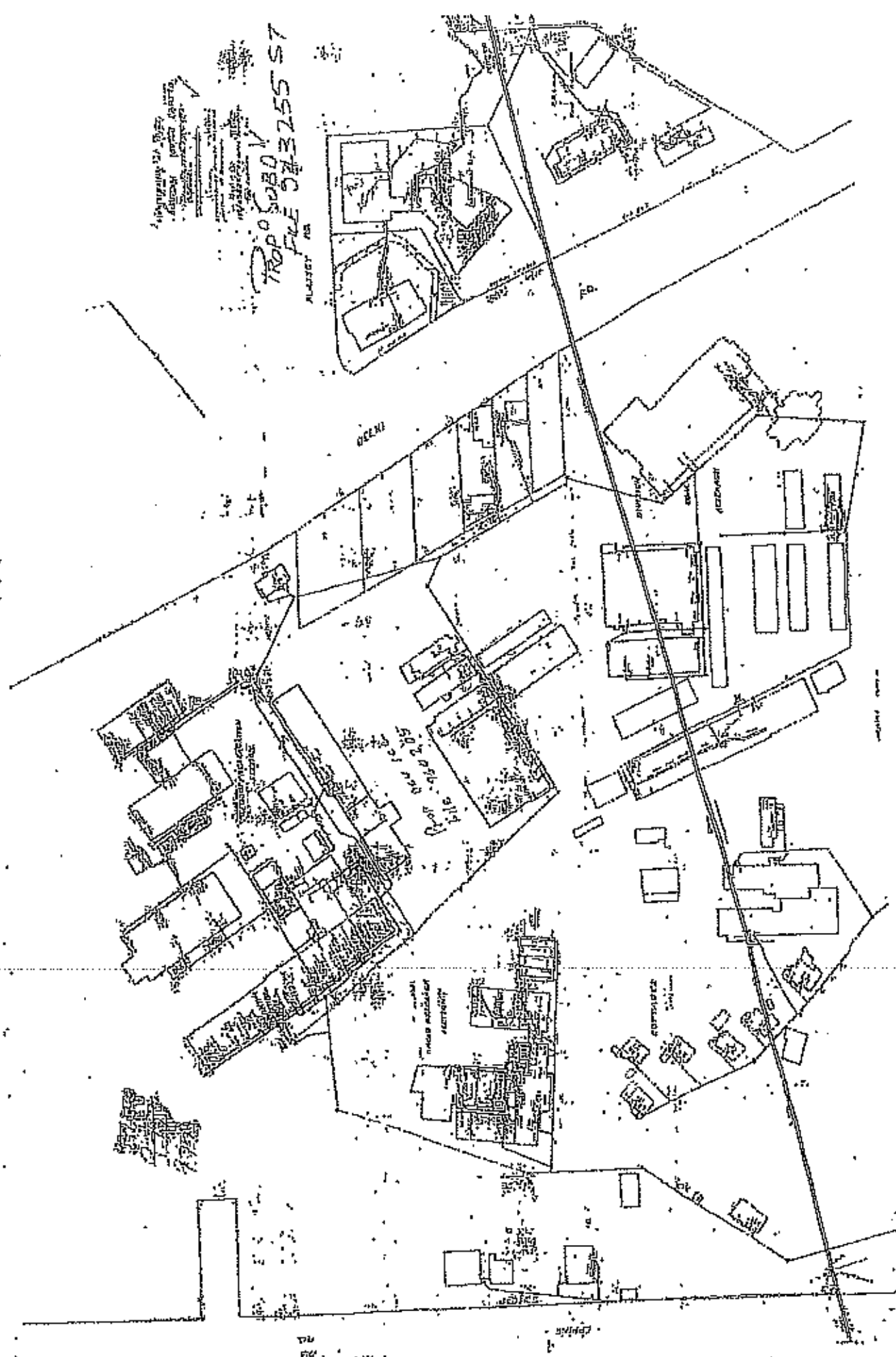
03



A-A STAIR SECTION A-A
 SCALE 1:50 @ A3

ISSUE	DATE	AMENDMENT	DATE	SCALE	DRAWN	PROJECT NO.
FD	04		2329	1:50	DRAWN	2329
PROPOSED SECTION OF NEW STAIR						
INTER-CONNECTING LEVELS 3 AND 4 FITOUT						
32 DELHI ROAD NORTH RYDE						
LEFFLER SIMES ARCHITECTS						
LEFFLER SIMES PTY. LTD. ARCHITECTS 570/571 YOUNG STREET MELBOURNE VIC 3000 AUSTRALIA PH (03) 9555 3344 FAX (03) 9555 3478 EMAIL TONY@LEFFLER-SIMES.COM.AU MELBOURNE LEVELS 2, 18 OLIVER LANE VIC 3000 AUSTRALIA PH (03) 9554 0344 FAX (03) 9554 0344 www.lefflersimes.com.au AEN 001 003 592 AEN 001 003 592						

PROB SUBD
FILE 94-3255 S7
ALABAMA



092681
74





Anthony Protas Consulting Pty Ltd
BUILDING REGULATIONS CONSULTANTS

Occupation Certificate

1. Details of the applicant

Mr <input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Dr <input type="checkbox"/> Other <input type="checkbox"/>	Maincon Holdings Pty Ltd		
First name	Family name		
Flat/street no.	Street name		
Level 5, 83	Mount Street		
Suburb or town	State	Postcode	
North Sydney	NSW	2060	
Daytime telephone	Fax	Mobile	
Email			

2. Details of the building

Flat/Street no.	Street name		
32-52	Delhi Road		
Suburb or town	Postcode		
North Ryde	2113		
Description of the building or part of the building			
5 level commercial building with basement carparking			
Lot no.	Section		
4 & 5			
DP/MPS no.	Volume/folio		
1047032			
Development application or complying development certificate no.			
649.3/2002			

3. Decision of the certifying authority

Type of certificate issued:

- ☐ an interim occupation certificate
☒ a final occupation certificate

Date of this decision

30 May 2008

4. Information attached to this decision

- ☒ The final fire safety certificate or an interim fire safety certificate (as relevant)
☒ Other relevant paperwork

Final occupation certificate

Anthony Protas

certifies that:

- ☒ a current development consent has been granted for the development
- ☐ a current complying development certificate has been issued for the development
- ☒ a current construction certificate has been issued with respect to the plans and specifications for the building
- ☒ the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia as a class **5 & 7a** building
- ☒ a final fire safety certificate has been issued for the building
- ☐ a final report from the Commissioner of Fire Brigades has been considered.

Occupation certificate no.

OC 2075/06

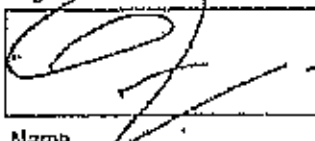
Date of the certificate

30 May 2008

Signature

For this certificate to be valid, it must be signed by the certifying authority.

Signature



Name

Anthony Protas

Flat/Street no.

Locked Bag 1001

Street name

Suburb or town

Wareemba

State

NSW

Postcode

2046

Telephone

9715 5333

Fax

9715 5666

If the certifier is an accredited certifier:

Accreditation body of the certifier

Building Professionals Board

Accreditation no. of the certifier

BPB0332

Fire safety certificate

The owner of a building, or the owner's agent, needs to provide a fire safety certificate to the certifying authority (a council or a private certifier) with an application for an occupation certificate. You can use this form to do so. A copy of the certificate also needs to be given to the Commissioner of New South Wales Fire Brigades, and displayed in the building in a prominent position. To complete this form, please place a cross in the boxes ☐ and fill out the white sections as appropriate.

1. Details of the building being certified

Name of the owner of the building or part of the building

First name

Family name

Maincon Holdings Pty Limited &
Progroup management Pty Limited

Address of the building

Flat/street no.

32

Street name

Delhi Road

Suburb or town

MACQUARIE PARK

Postcode

2113

Nearest cross street

Plassey Road

This certificate is for:

☐ part of the building

☒ the whole of the building.

Description of the building or part of the building

Five Storey Office Building with two basement car park levels

2. Assessment of fire safety measures

List of each essential fire safety measure specified in the Fire Safety Schedule for the building.

Measure	Standard of performance required by the fire safety schedule	Date of assessment
Automatic Sprinkler System	BCA spec E1.6 & AS 2118.1	14 April 2008
Emergency Lighting	BCA clause E4.2 & E 4.4 & AS 2293.1	22 April 2008
Exit Signs	BCA clause E4.6, E 4.6 & E 4.6 & AS 2293.1	22 April 2008
Fire Doors	BCA spec C3.4 & AS 1905.1	23 April 2004
Fire and Smoke Alarms	BCA spec E2.2a & AS 1870	18 April 2008
Fire Hose Reels	BCA clause E1.4 & AS 2441	8 May 2008
Fire Hydrants	BCA clause E1.3 & AS 2419.1	8 May 2008
Fire seals protecting openings in fire resistance elements	BCA clause C3.25	8 May 2008
Portable Fire Extinguishers	BCA clause E1.6 & AS 2444	14 April 2008

3. Type of certificate

This is:

- ☐ an interim fire safety certificate
☒ a final fire safety certificate

Date of this certificate

9 May 2008

4. Certification

Richard Francis Ahearn

of

Maincon Holdings Pty Ltd
Level 5, 83 Mount St
NORTH SYDNEY NSW 2060

being the owner of the building described above, or the agent of the owner, certify that:

- ☒ each of the essential fire safety measures listed above:
- has been assessed by a properly qualified person, and
 - was found, when it was assessed by that person, to be capable of performing to at least the standard required by the current fire safety schedule for the building;
- ☒ the information contained in this statement is true and accurate to the best of my knowledge and belief.

5. Information attached to this certificate

- ☒ The current fire safety schedule for the building

6. Signature

The owner of the building, or the agent's owner, must complete and sign the certificate.

Signature

Richard F. Ahearn

Maincon Holdings Pty Ltd
Level 5, 83 Mount St
NORTH SYDNEY NSW 2060

7. Privacy policy

You need to provide the information in this certificate to the certifying authority if you are applying for an occupation certificate. You also need to give the information to the council and the Commissioner of New South Wales Fire Brigades if a fire safety order has been made for the building once you have satisfied that order. If you do not supply a fire safety certificate as required, you will be in breach of the *Environmental Planning and Assessment Act 1979* and you could be found guilty of an offence and/or required to take further action. Please contact the council if the information you have provided in this certificate is incorrect or changes.

ATTACHMENT 1

SCHEDULE OF FIRE SAFETY MEASURES REQUIRED TO BE IMPLEMENTED IN THE BUILDING PREMISES

Upon completion of erection of the building, and prior to occupation, the owner of the building shall cause the Principle Certifying Authority to be given a fire safety certificate in relation to each essential and other fire safety measure included in the following schedule. Such Certificate shall state, in relation to each essential and other fire safety measure implemented in the building or on the land which the building is situated;

- a) that the measure has been assessed by a person (chosen by the owner of the building) who is properly qualified to do so; and
- b) that, as of the date of the assessment, the measure was found to be capable of performing to a standard of not less than that nominated below.

Fire Safety Measures Required to Be implemented in the Building

Fire Safety Measure	Standard of Performance
automatic sprinkler system	BCA spec B1.5 & AS 2118.1
emergency lighting	BCA clause E4.2 & E4.4 & AS 2293.1
exit signs	BCA clause E4.5, E4.6 & 104.8 & AS 2293.1
fire doors	BCA spec C3.4 & AS 1905.1
fire and smoke alarms	BCA spec E2.2a & AS 1670
fire hose reels	BCA clause B1.4 & AS 2441
fire hydrants	BCA clause B1.3 & AS 2419.1
Fire seals protecting openings in fire resistance elements	BCA clause C3.15
portable fire extinguishers	BCA clause E1.6 AS 2444

LEH 37 070 830 759

Suite 1, 104 William Street, Five Dock NSW 2046

Locked Bag 1001, Warroomba NSW 2040

Telephone: (0 2) 9715 6333 Fax: (0 2) 9715 5666

e-mail: malik@proton.nl.au

web: www.prolog.net.au

Construction Certificates

Occupation Certificates

Compliance Certificate

Ինքնին Լուսին

Deviņi Aizsargi

Regulatory Advice

Anthony Protas

Accreditation Number BPB0332 (Building Professionals Board)

DA No. 644.3/2002

CC No. 32-52 Delhi Rd, North Ridge

Address: 2075/06

[illegible]

GRIFFITHS ENGINEERS STRUCTURAL CONSULTANTS

Date: 4 April 2008

To: Anthony Protas Consulting Pty Ltd

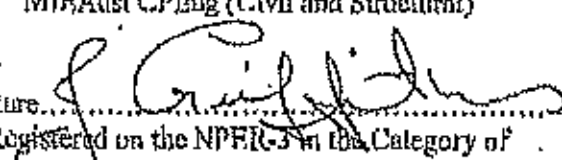
STRUCTURAL CERTIFICATE

Offices & Parking at 32-52 Delhi Road North Ryde

This is to certify that we have made visual inspection of the following building elements:

Foundations-	Bearing & Rebar Prior to Pour
RC Block Retaining Walls-	Bearing & Rebar Prior to Pour
Lift Pit-	Bearing & Rebar Prior to Pour
Basement Slab-	Bearing & Rebar Prior to Pour
Storm water Detention Tank-	Bearing & Rebar Prior to Pour
External Paving & Ramps-	As Completed
Concrete Stairs & Ramp-	Rebar Prior to Pour
Columns & Stairs-	Rebar Prior to Pour
Precast Concrete Panels-	As Completed
Lift Shafts-	As Completed
Post Tensioned Floor Slabs-	Certification by Specialist Subcontractor
Steel Stairs & Awnings-	As Completed

And are satisfied that they are in substantial accordance with our approved plans and conform with Relevant SAA Standards and the Structural Provisions of Building of Australia.

<p>Registered Professional Engineer 162446</p> <p>Mr James Griffiths</p> <p>MEMBER CP Eng (Civil and Structural)</p> <p>Signature </p> <p>Registered on the NPEIR-3 in the Category of</p> <p>Civil and Structural</p> <p>National Professional Engineers Register Section</p> <p>Three</p>

Australian Prestressing Services Pty Ltd

36 Lonsdale Street,
Lilyfield NSW 2040
Tel: (02) 9569 5522
Fax: (02) 9569 9471
Email: aps@apspl.com.au



PRESTRESSING CERTIFICATION

32 - 62 DELHI ROAD - NORTH RYDE POST-TENSIONING

We hereby warrant the design of the prestressed slabs to the above project have been completed in accordance with the relevant Australian Codes (AS 3600 - 2000, AS 1170) and to the loadings and criteria as stipulated by the head consultant.

We confirm the installation of prestressing and reinforcement to the prestressed horizontal elements was satisfactorily completed and inspected prior to each pour in accordance with the following documentation:

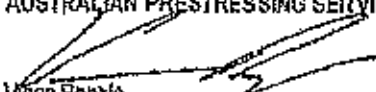
Drawing No. 738-00-00 Rev A	Drawing No. 738-03-05 Rev B
Drawing No. 738-01-01 Rev D	Drawing No. 738-04-01 Rev C
Drawing No. 738-01-02 Rev B	Drawing No. 738-04-02 Rev B
Drawing No. 738-01-03 Rev B	Drawing No. 738-04-03 Rev D
Drawing No. 738-01-04 Rev B	Drawing No. 738-05-01 Rev C
Drawing No. 738-01-05 Rev D	Drawing No. 738-05-02 Rev B
Drawing No. 738-02-01 Rev D	Drawing No. 738-05-03 Rev C
Drawing No. 738-02-02 Rev B	Drawing No. 738-06-01 Rev A
Drawing No. 738-02-03 Rev B	Drawing No. 738-06-02 Rev A
Drawing No. 738-02-04 Rev C	Drawing No. 738-06-03 Rev B
Drawing No. 738-02-05 Rev B	Drawing No. 738-07-01 Rev B
Drawing No. 738-03-01 Rev B	Drawing No. 738-07-02 Rev A
Drawing No. 738-03-02 Rev A	Drawing No. 738-07-03 Rev B
Drawing No. 738-03-03 Rev A	Drawing No. 738-07-04 Rev B
Drawing No. 738-03-04 Rev C	

We further confirm the stressing and grouting of the tendons was satisfactorily completed in accordance with the relevant Australian Codes, Standards and accepted engineering practice.

This certification is valid for the scope of works nominated above and for the structural adequacy of the post-tensioned slabs only. This certificate shall in no way be considered as a compliance certificate for the building.

Yours faithfully,

AUSTRALIAN PRESTRESSING SERVICES PTY LIMITED


Vince Ponzio
ENGINEER MIEAust CP Eng
8 May 2008

12 May 2008

Ref: 18731

Mainoon
Level 5
83 Mount Street
NORTH SYDNEY
NSW 2060



SCIENTISTS
ENGINEERS
MANAGERS &
FACILITATORS
INTEGRATED MANAGEMENT SYSTEMS

Attn: Richard Ahearn

Dear Sir

RE: 32-52 DELHI ROAD NORTH RYDE ENGINEERING COMPLIANCE

SEMF wish to advise that the stormwater drainage system at the abovementioned site has been inspected, and is installed in accordance with the approved plans, specifications and the conditions of the Development Consent.

The dimensions of the installed stormwater on site detention tank have been modified to suit site conditions.

The installed stormwater on site detention tank has been surveyed by a registered Surveyor and volume of the installed stormwater on site detention tank (188 m³) exceeds the approved volume of the stormwater on site detention tank (176 m³).

Yours faithfully

BOB WELCH
PRINCIPAL HYDRAULIC ENGINEER

Job No: 18731
SEMF PTY LTD
Consulting Engineers
Level 3, 60 Berry Street
NORTH SYDNEY NSW 2060

INSTALLATION CERTIFICATION

ADDRESS: North Ryde,
32-52 Delhi Road.

PROJECT: Office
Development

SERVICE: MECHANICAL

Pursuant to the provisions of Part 7 of the Environmental Planning and Assessment Regulation 2000

I, Blake Thompson of SEMF Pty Ltd
(Name of Certifier) (Firm)

Level 3, 60 Berry Street, North Sydney, NSW, 2060
(Address)

Qualifications and experience: SE, FIE Aust, CPE, NPER

Phone numbers: Bus: (02) 9957 1112 Fax: (02) 9957 4816 Mob: 0438 873 992

Hereby certify:

That the Mechanical Services installation has been installed to comply with:

- a) The relevant clauses of the Building Code of Australia,
Part F4
- b) The relevant Australian Standards listed in the Building Code of Australia (Specification A1.3).
- c) The following Australian Standards:
AS1668.1, AS1668.2
- d) Other practices or Standards relied upon for this certification:
Requirements of DA649/02
- e) Exclusions: YES/NO
No

Signature: 

Date: 6 May 2008

Attachment M2
Mechanical Ventilation Certificate of Completion and
Performance
Ventilation, Acoustic, Fire Precautions, Smoke Hazard
Management

ADDRESS : 32 - 52 Delhi Road North Ryde

DA NUMBER: 649/02

CONSTRUCTION CERTIFICATE NUMBER: 2075/06-1

Pursuant to the provisions of Section 93 of the local Government ACT 1993 ⁽¹⁾, I hereby certify that the mechanical ventilation systems has been installed at the above premises in accordance with the SEMF Consulting Engineers CC Drawings and Documentation.

The installed mechanical ventilation system has been inspected tested and commissioned, and performs in accordance with the approved plans, the accepted Certified Design (as shown in SEMF consulting engineers CC drawings), and any dispensation granted by Council or the Fire Brigade.

Details and performance tests as applicable are submitted in the attached documents:

1.0 air quantities, air moment, air temperature

Proof of registration under the Public Health Act:

2.0 There is a Cooling Tower or other system requiring registration under the Public Health Act.

Tick the appropriate square Yes ☐ No ☐

I hereby certify that I am an appropriately qualified and competent person in the area of mechanical ventilation and as much can certify that the installation and performance of mechanical ventilation systems comply with the Building Code of Australia, the plans approved by Council, AS 1668 and other relevant Codes. ⁽²⁾

I possess indemnity insurance to the satisfaction of the building owner or my principal.

Date of Development Consent (Compulsory): _____

Date/s of Construction Certificate (Compulsory): _____

Full Name of Certifier: Mark Bainton

Qualifications & Experience ⁽³⁾ Senior Project Manager

Address of Certifier 2/8 Apollo Street, Warriewood NSW 2102

Phone Numbers Bus: 02 9997 4244 Mob 0413 053 841 Fax 02 9997 2444

Signature [Signature] Date 2/5/08

Name of Employee, (Self or Company) BEAVER AIR CONDITIONING SERVICE PTY LTD

Notes:

- (i) The local Government Act 1993 absolves Council from liability by relying on this Certificate;
- (ii) Attach all test figures and other documentary evidence to which this Certification applies;
- (iii) Please submit Curriculum Vitae with your first Certification.



Advanced Weather Proofing

Waterproofing Contractors

Tuesday, April 01, 2008

Maincon Pty Ltd
LS 83 Mount St
Nth Sydney 2060

Certificate of Compliance for : 32-58 Delhi Rd Nth Ryde

PRODUCT

Vulkem Nem system

AREAS APPLIED

All Internal Wet areas

"We hereby certify that the work carried out by us in accordance with the instructions, plans and specifications supplied to us and has been carried out in a proper and work like manner in accordance with E.C.A F1.7 and with Australian standards No. AS3740 1994. We further warrant that any material supplied in connection with the services rendered by us is fit for the purpose for which it was specified and supplied".

Jon Douglas
Advanced Weather Proofing Pty Ltd

Specialists in Building Protection

Advanced Weather Proofing Pty Ltd
ABN: 36 713 503 772 LIC: 142687C
PO BOX 5125 WHEELER HEIGHTS 2097
P: 9918 8324 F: 9918 8174
awproofing@opkissnet.com.au



MAFFISTEEL

MAFFI STEEL Pty Ltd

ABN : 66 092 729 747

**495 The Boulevard
Kirkcubbin
NSW 2232**

**Telephone (02) 9545 2511
Fax (02) 9545 2511**

Date: 30-4-2008

Company: Maincon P/L

Attention: Steve Winkelmeier

RE: Dehl Rd - North Ryde

GLAZING CERTIFICATE AND WARRANTY

This certificate hereby guarantees the supply and installation of the Aluminium Handrails and Glazed Balustrading on the above project for a warranty of (1 year).

All works are free from defects in material and workmanship. Any defective materials in the period stated shall be replaced at no extra cost.

All glass supplied is as specified and installed to Australian Standards AS1288 - Glass in Buildings All work is in accordance with the manufactures instructions on their specific components and to Maffi Steel P/L Quality Assurance.

**Yours Sincerely
Maffi Steel P/L**

**Paul Maffi
Director**

**MAFFISTEEL**

MAFFISTEEL Pty Ltd

ABN : 66 091 729 747

455 The Boulevard
Kirrawee
NSW 2232Telephone (02) 9545 2511
Fax (02) 9546 2511

CARE AND MAINTENANCE OF ALUMINIUM

Just as washing your car is important for removing dirt and grime, your powder coating or anodising also needs to be given a regular wash to keep it looking good. The effects of exposure to ultra violet light, atmospheric pollution, general dirt, grime and airborne salt deposits can accumulate over time and should be removed at regular intervals.

As a general rule, cleaning should take place every three months, in areas where pollutants are more prevalent, such as beach front houses and industrial areas, cleaning programmes should be carried out more frequently, paying particular attention to areas that are not normally washed by rain.

FOUR STEPS TO CLEANING YOUR WINDOWS

1. Remove any loose deposits with a wet sponge rather than risk micro scratching the surface by dry dusting.
2. Using a soft brush and mild detergent in warm water. Clean the aluminium surface to remove any dust, salt or other deposits.
3. Rinse thoroughly with clean fresh water to remove any remaining detergent.
4. Wipe the water up with a chamois or clean cloth for best results.

WARNING !!

The use of harsh solvents like brick cleaning fluids may damage the powder coated / anodised integrity. Maffi Steel P/L recommends either mineral turpentine or methylated spirits to assist stubborn stains.


MAFFISTEEL
MAFFI STEEL Pty Ltd
ABN : 66 092 729 747
**455 The Boulevard
Kirrawee
NSW 2232**
Telephone (02) 9545 2311
Fax (02) 9545 2511

WARRANTY PROVISIONS

Subject to the Trade Practices Act.

1. WORKMANSHIP

Maffi Steel P/L workmanship is warranted against failure or fault if it can be reasonably proven that the failure is a direct result of faulty workmanship. All other items, materials and/or packages, which are not manufactured by Maffi Steel P/L, are covered by warranty to the extent of such warranty applicable from suppliers and for workmanship.

2. PRODUCT

This warranty is subject to all conditions set out follows:

- i) That the product is protected from contact with wet cement, hard foreign objects, metals, abrasives and temperature above 140 Degrees Celsius.
- ii) That the only maintenance of the product is strictly in accordance with Maffi Steel P/L standard procedures and requirements.
- iii) No liquid or film, plastic film or sign similar device is applied to any surface of the glass.
- iv) That the product is not exposed to chemical fumes or gases other than those present in normal clean atmospheric air nor is it subject (on coated surfaces) to water or moisture which may cause rainbow type staining, nor is exposed to radiation of any type other than normal sunlight.
- v) That the glass is cleaned at least once every three months (see glass care and maintenance) after practical completion to prevent build up of dirt on the surface. That only glass cleaning agents recommended by Maffi Steel P/L or clean water.
- vi) Maffi Steel P/L has the sole right to establish to its satisfaction that the product deterioration or failure is in accordance with the above warranty.

Any failure on the product shall be reported within Seven (7) days in Maffi Steel P/L, to determine cause of failure. If any failure of the product is not notified to Maffi Steel P/L, within this period then any rights to any claim under warranty shall be deemed to have waived.

3. SEALANT

Maffi Steel P/L offers warranties on the sealant as follows:

- i) Failure to high-energy thermal stress caused by solar radiant heat. This excludes any failure due to nickel sulfide inclusions.

4. SURFACE TREATMENT

Maffi Steel P/L warranty is to offer the surface manufacture warranty used in the installation. Maffi Steel P/L warrants the application to ensure that the coating is applied by competent and approved coating applications and applicators.

5. AIR AND WATER PENETRATION

Maffi Steel P/L warrant their installation against water and air penetration in excess of the relevant code requirements or pertaining to the type of structure and installation involved.

**BOKA ALUMINIUM WINDOWS PTY LTD**

AU THISTEE FOR THE OFA, TRUST

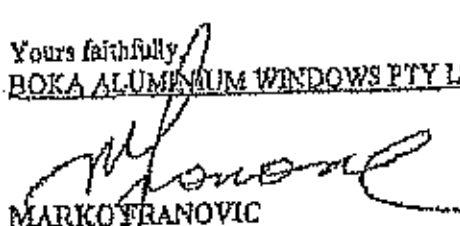
AUN 68 102 582 087

3 LYN PARADE,
LIVERPOOL NSW 2170PHONE: 9608 9229
FAX: 9608 981325th March, 2008**COPY**Our Job No: 871094Maincon Pty Ltd
PO Box 6126
NORTH SYDNEY NSW 2059**GLAZING CERTIFICATE****RE: 32-52 DELHI ROAD - NOTH RYDE**

Boka Aluminium Windows Pty Ltd hereby certify that:-

- 1) All glass installed by Boka on the above mentioned project complies with the relevant clauses of AS1288 - 2006, regarding wind loading and human impact requirements.
- 2) Reflectivity of glass does not exceed 20%.
- 3) All external glazed aluminium assemblies installed by BOKA on the above mentioned project comply with AS2047-1999.

Yours faithfully

BOKA ALUMINIUM WINDOWS PTY LTD
MARKO FRANOVIC
MANAGING DIRECTOR

JOCELYN RAMSAY & ASSOC. PTY. LTD

A.F.N. 10 247 146 099
SUITE 6 AND FACILITY UNIT, KILLARA NSW 2091
PH 9499 4220 FAX 9499 4721
EMAIL j@jrlg.com.au

07.05.08

PROJECT CERTIFICATION

PROJECT: COMMERCIAL BUILDING - 32-35 DELHI RD., MACQUARIE
PARK,
DA# 649/2002. Section 96 application 649.4/2002 dated 4.3.08
PROJECT # 0565
DATE OF INSPECTION: 30.4.08

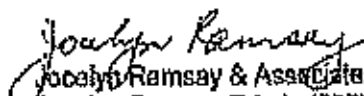
I am a Landscape Architect having the following qualifications B.L. Arch., R.L.A (325).

The completed landscape works for the above project were inspected on 30.4.08 and found to be generally in accordance with the following landscape plans:

Landscape Plan Draw#	Issue	dated
0565 Landscape Plan- L01	B	17.08.07
0565 Landscape Plan - L02	B	17.08.07
0565 Landscape Plan - L03	B	17.08.07
0565 Landscape Plan- L04	B	17.08.07
0565 Landscape Specification	B	10.05.08

Note: The landscape works for the northern terrace Level 1- RL 49.940, have been completed in accordance with the section 96 consent. The large planter has been deleted in favour of increased tiling interspersed with crushed gravel, stepping stones and free standing planters boxes.

Street tree planting has been adjusted following changes to Council's footpath location.


Jocelyn Ramsay & Associates Pty. Ltd.
Jocelyn Ramsay R.L.A. (325)
Landscape Architect.

Craven-Phillips ELECTRICAL

Tel: (02) 9318 1010

Fax: (02) 9318 2506

7th May, 2008

Mr Rolfe May
Maincon Pty Ltd
PO Box 6126
NORTH SYDNEY NSW 2060

Dear Sir

Project: 32-52 Delhi Road, North Ryde

We confirm installation at 32-52 Delhi Road, North Ryde has been installed and tested in accordance with AS3000.

Should you require any further information, please do not hesitate to contact the undersigned.

Yours faithfully



KEITH HICKSON

44 McCAULEY STREET, ALEXANDRIA, NSW 2015



Alameda, VIC 3100, Australia. Tel: (03) 9371 2102 Fax: (03) 9371 2102

ABN: 49 004 014 100

25 Robertson Street, Melbourne, VIC 3001

P.O. Box 240, North Melbourne, Victoria 3061

Phone (03) 9371 2102 Fax (03) 9371 2102

TEST REPORT

[The main body of the report is extremely faded and illegible due to heavy noise and low contrast. It appears to contain several paragraphs of text.]

2. Sampled from 4th floor - 1st floor
Floor 1 - 1st floor



This laboratory is accredited by the National Association of Testing Authorities, Australia, Inc.
• Chemical Testing of Textiles & Related Products
• Microscopic Testing of Textiles & Related Products
• Text & Paperwork Examination

Accreditation No: 100
Accreditation No: 100
Accreditation No: 100

The tests reported herein have been performed in accordance with the terms of the contract between the client and the laboratory. The results of the tests are reported in the form of a test report. The test report is a document which contains the results of the tests performed. The test report is a document which contains the results of the tests performed. The test report is a document which contains the results of the tests performed.



Thursday, May 01, 2008

Boka
3 Lyn Parade
Hoxton Park NSW 2171

Fax: 02 9608 3613

ATTENTION:

Re: 32 - 50 Delhi Road
North Ryde NSW

The automatic door equipment supplied and fitted by ADIS Automatic Doors for the above project conforms to all Australian Building codes D2.19(B)(111)(IV) doors will open on power failure with a force of less than 110 newtons and is fitted with a failsafe emergency opening device to open the door in the event of power failure whilst in normal operation mode.

The ADIS Automatic Door equipment is guaranteed for 3 years on all parts from date of commissioning and is manufactured and installed in compliance with Australian Standards for automatic sliding doors AS 4085-1992 and AS 5007 for powered doors for pedestrian access and egress.

The labour warranty is 12 months.

For any services to the Automatic Door please call 1800 600 602.

Yours faithfully,

Craig Sargent

N Badrinarayanan

From: Ergun Altindoken [Ergun@classictiles.net.au]
Sent: Wednesday, 7 May 2008 1:47 PM
To: N Badrinarayanan
Subject: Slip rating

Hi Badrinarayanan,

Please find our slip rating as requested.

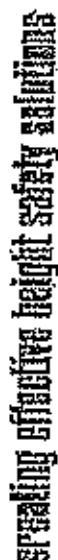
Black Pearl Flamed 600x300x15 Granite, laid to courtyard & foyer floors. Slip rating R12.

300x300x10 Vibrified tiles, laid to amenity & terrace floors. Slip rating R12.

Regards,

Ergun Altindoken
Estimator





Certificate of Inspection
Installed System

Casefile No: 02-02-5504

CLIENT	Melwood	32-52 Delhi Road				
ADDRESS	Lot 5 43 Mount Street					
North Sydney		North Ryde 2113				
PHONE	93457488	FOSTCODE	2060			
		FAX	9344283			
ASSET TYPE	BAR CODE	COMMISSION DATE	NEXT SERVICE	RATING	*COMPLYING STANDARDS	MANUFACTURED & INSTALLED BY
Single Anchorage Points	HSL22	27.03.2008	27.03.2009	15kn	1891.4.2000	RIS/RIS
Single Anchorage Points	ESL22	27.03.2008	27.03.2009	15kn	1891.4.2000	RIS/RIS
Ladder Bracket	LPB6	27.03.2008	27.03.2009	120kg	1891.4.2003	RIS/RIS
Anchor Cable Strap	Strap	27.03.2008	27.03.2009	15kn	1891.4.2000	RIS/RIS
Horizontal Static Line	SecureLine	27.03.2008	27.03.2009	2 Persons	1891.4.2000	RIS/RIS

*Design and location of Single Anchorage Point System is in accordance with ASR2S 1891.4 and local Regulatory Authorities.

ALTERED BY **Coln Dargatz**

Date: 15/11/2007

SIGNATURE *L. Baggett*

SYDNEY	MELBOURNE	ADLAIDE
Tel: (02) 8986 8844	Tel: (03) 9545 1177	Tel: (08) 8443 3877
Fax: (02) 8989 8650	Fax: (03) 9545 3455	Fax: (08) 8469 5577
BURBANK	PERTH	BRISBANE
Tel: (07) 3216 8415	Tel: (08) 9480 7100	Tel: (07) 3216 8415
Fax: (07) 3216 7745	Fax: (08) 9480 7100	Fax: (07) 3216 7745



**absolute
contracting**

ABN: 18 122 681 356

Unit 32A, No 2 Chaplin Drive, Lane Cove BC NSW 2006
PO Box 749 North Ryde BC NSW 1570
PH: 02 9426 4111 • FAX: 02 9426 4555

16th July 2006

Attn: Ralph
Level 5 / 83 Mount Street
NORTH SYDNEY NSW 2060

Facsimile: 9954 4288

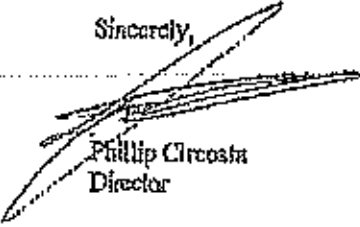
Dear Ralph,

Subject: Certificate of Sediment Control 32-52 Duff Road, North Ryde

This is to certify that all sediment control has been completed in accordance with all plans provided and complies with all Australian Standards set out.

Should you require further information or have any problems please feel free to contact me on the numbers above.

Sincerely,



Phillip Cirocota
Director



Taylor Civil & Structural
CONSULTING ENGINEERS

Telephone: 02-9799 6822
Fax: 02-9799 6833

182 Old Canterbury Road
Summer Hill NSW 2130
tcs@taylorcivl.com.au

FACSIMILE TRANSMISSION

16 April, 2008

MAINCON HOLDINGS & PROGROUP MANAGEMENT JOINT VENTURE
Fax: 9954 4288

Attn: Mr. Rolf May

To Whom It May Concern:

RE: NEW COMMERCIAL DEVELOPMENT AT 32 - 52 DELHI ROAD,
NORTH RYDE, NSW.
CERTIFICATION OF CIVIL INSPECTIONS - FOOTPATH ON DELHI
ROAD FRONTAGE AND VEHICULAR CROSSING TO DELHI ROAD.
DA N°: 649/2002 By Ryde City Council

This is to certify the following:

1. That civil inspections have been carried out during construction of the above project by appropriately qualified people, and that, subject to completion by the contractor of minor rectifications noted on inspection reports, the elements inspected were reported to be constructed in accordance with the design, in terms of compliance with a visual inspection.
2. The elements inspected have been found to comply with Ryde City Council Environmental Standards.
3. That, on the basis of the above, constructed works have been found to comply with D.A. Conditions 69, 77 & 81.

If any queries arise regarding this matter, please contact the undersigned.

Yours faithfully,

WAYNE TAYLOR BE (Hons I), MBA, CPÉng
Chartered Professional Engineer / Director

Our ref: 1558 civ insp certif 15-04-08.doc

1

ACN 059 341 851

Wayne Taylor & Co Pty Ltd



Taylor Civil & Structural
CONSULTING ENGINEERS

Telephone 02-9799 8822
Fax 02-9799 8833

182 Old Canterbury Road
Summer Hill NSW 2130
tcs@taylorcivil.com.au

FACSIMILE TRANSMISSION

18 April, 2008

MAINCON HOLDINGS & PROGROUP MANAGEMENT JOINT VENTURE
Fax: 9954 4288

Attn: Mr. Rolfe May

To Whom It May Concern:

RE: NEW COMMERCIAL DEVELOPMENT AT 32 - 52 DELHI ROAD,
NORTH RYDE, NSW.
CERTIFICATION OF CIVIL INSPECTIONS - KERB & GUTTER ON
PLASSEY ROAD AND CONNECTION TO STORMWATER PIT IN
RIGHT OF WAY.
DA N°: 649/2002

By Ryde City Council

This is to certify the following:

1. That civil inspections have been carried out during construction of the above project by appropriately qualified people, and that, subject to completion by the contractor of minor rectifications noted on inspection reports, the elements inspected were reported to be constructed in accordance with the design, in terms of compliance with a visual inspection.
2. The elements inspected have been found to comply with Ryde City Council Environmental Standards.
3. That, on the basis of the above, constructed works have been found to comply with D.A. Conditions 14, 69, & 81.

If any queries arise regarding this matter, please contact the undersigned.

Yours faithfully,

WAYNE TAYLOR BE (Hons I), MBA, CPEng
Chartered Professional Engineer / Director

Our ref: 1538 civ insp certif 18-04-08.doc

ACN 088 841 861

Wayne Taylor & Co Pty Ltd

Office
Suite 15/9 Hayle Ave., Castle Hill NSW 2154

All Correspondence
75 Gladstone Ave, Castle Hill NSW 2154

Telephone: (02) 8850 2788
Facsimile: (02) 8850 2799
Email: david@thompsonstanbury.com.au
morgan@thompsonstanbury.com.au
www.thompsonstanbury.com.au

Mobile: 0911 000 000

David Thompson 0418 262 123

Morgan Stanbury 0410 561 848

THOMPSON
STANBURY
ASSOCIATES

ABN 129 943 747 368

29 May 2008

Maincon Pty. Ltd.
PO Box 6126
NORTH SYDNEY
NSW 2059

Attention: Andrew Wise ; Email:- andrewwise@maincon.com.au

Dear Sir,

**COMPLIANCE OF CAR PARKING AREAS WITH
AUSTRALIAN STANDARD AS 2890.1-2004 SPECIFICATIONS
COMMERCIAL DEVELOPMENT AT 32 DELHI ROAD, NORTH RYDE**

Reference is made to our recent discussions and your request for this Practice to undertake an audit of the recently constructed off-street parking areas. The audit has been commissioned in response to Council's Condition of Consent No. 81 for DA 649/2002 which includes the following:

81. *Compliance Certificates – Engineering. Compliance Certificates must be obtain for the following and submitted to the PCA...:*

- *Confirming that the constructed driveway is constructed in accordance with the construction plan requirements and Ryde City Council's Environmental Standards Development Criteria – 1999.*
- *Confirming that the constructed internal car park and associated drainage complies with the construction plan requirements and Ryde City Council's Environmental Standards Development Criteria – 1999.*

A review of Council's *Environmental Standards Development Criteria – 1999* indicates that the design criterion for off-street parking areas is generally based on the Australian Standard for Parking Facilities Part 1 – Off-Street Car Parking (AS2890.1). This Practice has therefore undertaken an audit of the subject parking areas in relation to the compliance or otherwise with both documents.

A schedule of compliance with the relevant sections of Council's *Environmental Standards Development Criteria – 1999* and AS 2890.1 are contained within Tables 1 and 2 respectively (provided within the following pages). It is noted that in number of instances, full compliance with the Standards has not been achieved. A majority of these non-conformances are attributed to the clearance heights provided above car parking spaces. Some discussion on the specified non-conformances is provided following the compliance tables.

TABLE 1
ASSESSMENT OF COMPLIANCE OF ON-SITE PARKING AREAS WITH
RYDE COUNCIL'S ENVIRONMENTAL STANDARDS DEVELOPMENT
CRITERIA - 1999 (SECTION 1 - DRIVEWAYS)

Section	Requirement	Provided	Compliance	Comment
1.2	Combined ingress / egress driveway width of 6m	8m wide combined ingress / egress driveway (to Delhi Road) with additional access to Massey Road via right of carriageway	Yes	
1.3	Footway crossings are to be constructed perpendicular to the kerb-line	Driveway provided is perpendicular to kerb-line	Yes	
1.4	Driveway to be located at least 9m from an intersection	Driveway separation from intersections > 9m	Yes	
1.4	Sight distance to vehicles from driveway (measured 3.5m from the kerb-line must be at least 55m)	Available sight distance to vehicles > 55m	Yes	
1.4	Sight distance triangle 2m x 2m at corner of driveway must be clear of obstructions	Sight distance triangle not provided on western side of driveway	No	See overleaf
1.8	Internal access road and parking spaces to be in accordance with AS2890.1	Compliance details provided within Table 2	N/A	See Table 2
1.9	Parking space length = 5.5m	Minimum normal parking space length = 5.4m / Minimum small car parking space length = 5.0m.	No	See overleaf
1.9	Manoeuvring clearances required for 2.5m wide space = 7.0m	Minimum manoeuvring clearance provided = 5.8m	No	See overleaf
1.10	Blind vises must provide additional 1m manoeuvring room or formalised facilities to allow for vehicular turnaround	Additional 1m wide manoeuvring room provided	Yes	
1.11	Minimum one-way roadway width = 2.9m	Minimum = 3.0m	Yes	
1.11	Minimum two-way roadway width = 5.5m	Minimum = 5.5m	Yes	
1.12 (a)	Maximum gradient of parking spaces = 1:20	Maximum gradient equal to or less than 1:20	Yes	
1.12 (b)	Maximum gradient = 1 in 5	Maximum gradient = 1 in 8	Yes	
1.12 (b)	Maximum change in gradient = 1 in 8	Maximum change in gradient = 1 in 9	Yes	

COMMENTS ON NON-COMPLIANCES WITH RYDE COUNCIL'S
ENVIRONMENTAL STANDARDS DEVELOPMENT CRITERIA - 1999
(SECTION 1 - DRIVEWAYS)

Clause 1.4 - Sight Distance Triangle

Council requires that a sight distance triangle measuring 2m x 2m be provided clear of obstructions at the edge of a vehicular driveway at the property boundary to ensure that exiting motorists have adequate sight distance of pedestrians. Whilst the sight distance triangle is provide free of obstructions adjacent to the eastern side of the driveway, a fire hydrant and sprinkler booster is located immediately adjoining the western side of the driveway at the property boundary.

It is however noted that the effective sight distance between exiting motorists and pedestrians walking along the northern Delhi Road alignment is maintained as the pedestrian footpath is separated from the property boundary by some 3m. It is therefore noted that the sight distance triangle of 2m x 2m is effectively is provided and accordingly, the proposed access arrangement is considered to be satisfactory.

Clause 1.9 - Parking Space Length

Council requires that all parking spaces provide a minimum length of 5.5m. It is proposed that normal parking spaces provide lengths of 5.4m whilst a small number of small car bays are proposed which provide a minimum length of 5.0m. Whilst it is noted that these parking space dimensions do not comply with Council's requirements, such dimensions comply with the requirements specified within AS2890.1 (see Table 2). AS2890.1 is considered the governing standard throughout Australia and as such the proposed parking space lengths are considered to be appropriate.

Clause 1.9 - Manoeuvring Clearance

Council requires that the minimum manoeuvring clearance (aisle width) of a parking space providing a width of 2.5m is 7.0m. The manoeuvring clearance provided throughout the parking areas is generally 6.0m, however the minimum clearance provided is 5.8m. Whilst it is noted that such manoeuvring clearances do not comply with Council's requirements, such clearances comply with the requirements specified within AS2890.1 (see Table 2). AS2890.1 is considered the governing standard throughout Australia and as such the proposed manoeuvring clearances are considered to be appropriate. Further, it is noted that a significant majority of parking spaces provide widths in excess of 2.5m thereby suggesting that reduced manoeuvring clearances or aisles widths are suitable.

TABLE 2
AUSTRALIAN STANDARD (AS 2890.1 - 2004) ASSESSMENT FOR
PARKING AREAS

Section	Requirement	Provided	Compliance	Comment
2.3.3	< 100m parking module length	Maximum 40m	Yes	
2.4.1	Normal space width = 2.4m	Minimum normal space width = 2.4m	Yes	
2.4.1	Normal space length = 5.4m	Minimum normal space length = 5.4m	Yes	
2.4.1 (a) (ii)	Minimum small car dimensions = 2.3m x 5.0m	Minimum small car dimensions = 2.3m x 5.0m	Yes	
2.4.1 (b) (ii)	300mm additional width against obstruction	Minimum additional width = 300mm	Yes	
2.4.2 (a)	Parking aisle 5.8m	Minimum parking aisle = 5.8m	Yes	
2.4.2 (c)	Blind aisles < 6 spaces long must provide additional 1m manoeuvring room	All blind aisles < 6 spaces long provide an additional 1m manoeuvring room	Yes	
2.4.2 (c)	Blind aisles > 6 spaces long open to the public must provide formalised facilities to allow for vehicular turnaround	Formalised facility provided within visitor car parking area to allow turnaround	Yes	
2.4.6	Maximum gradients, 1:20 parallel to angle of parking and 1:16 @ 90° to angle of parking	Both equal to or less than 1:20	Yes	
2.5.2 (a) (i)	One-way straight roadways and ramps, at least 3.0m wide	Minimum 3.0m	Yes	
2.5.2 (a) (ii)	Two-way straight roadways and ramps, at least 5.5m wide	Minimum 5.5m	Yes	
2.5.2 (a)	Intersections - opposing B85 and B99 turning templates to be accommodated in combination	Opposing vehicle movements not always accommodated in combination within underground parking area	No	See overleaf
2.5.3 (b) (ii)	Maximum ramp grade = 1 in 5	Maximum ramp grade is approximately 1 in 8	Yes	
2.5.3 (d)	Maximum change in grade = 1 in 8	Maximum change in grade = 1 in 9	Yes	
3.2.1	Access driveway, combined ingress / egress driveway minimum width = 6.0	Minimum width = 8.0m	Yes	
3.2.4	Sight distance at driveway exit minimum 65m	> 65m	Yes	
3.4.2	Sight distance triangle 2.5m x 2m at corner of driveway must be clear of obstructions	Sight distance triangle not provided on western side of driveway	No	See overleaf
3.3 (a)	Maximum grade over property line / building alignment / pedestrian path = 1 in 20	Grade is equal or less than 1 in 20	Yes	
5.2	Column not at edge of parking aisle (750mm from end of space)	Columns provided at varying locations	No	See overleaf
5.3	Minimum headroom = 2.2m	Headroom is equal to or greater than 2.2m	No	See overleaf

**COMMENTS ON NON-COMPLIANCES WITH AUSTRALIAN STANDARDS
FOR PARKING FACILITIES PART 1: OFF-STREET CAR PARKING
(AS2890.1-2004)**

Clause 2.5.2 (c) - Intersections

Clause 2.5.2 (c) indicates that all circulation roadways, ramps and parking aisles shall be designed so that both the approach roadways and intersection area are wide enough to accommodate turning vehicles. A review of all intersections has been undertaken utilising the B99 template which has indicated that a single vehicle is capable of manoeuvring throughout the car parking area without any unreasonable encroachment on column locations, car parking spaces etc. in accordance with the above requirement.

Further Clause 2.5.2 (c) indicates that at points where it is necessary to provide for two vehicles to pass one another, the location should be checked using the B99 template and the B85 template in combination. It is noted that a review of the construction plans has indicated that some overlap between the two opposing turning paths prevails within the security basement car parking levels. This Practice is however of the opinion that some overlap of the opposing turning templates is reasonable where sight distance to all approaches is adequate (where intersections are at grade parking and circulation aisles). This concession recognises that residential developments will have a low turnover and users are generally prepared to accept some inconvenience when manoeuvring throughout a parking area, especially as safety is not considered to be compromised.

Notwithstanding the above, Clause B4.3 states that *'drivers can manoeuvre vehicles within much smaller spaces than swept turning paths would suggest'*, thereby indicating that the turning paths illustrate an absolute worst case scenario. This Practice is therefore satisfied that the manoeuvrability provided throughout the car parking areas is satisfactory.

Clause 3.4.2 - Sight Distance Triangle

AS2890.1 requires that a sight distance triangle measuring 2.5m x 2m be provided clear of obstructions at the edge of a vehicular driveway at the property boundary to ensure that exiting motorists have adequate sight distance of pedestrians. This is a similar requirement to Council's Clause 1.4 previously addressed within this certificate.

Whilst the sight distance triangle is provided free of obstructions adjacent to the eastern side of the driveway, a fire hydrant and sprinkler booster is located immediately adjoining the western side of the driveway at the property boundary. It is however noted that the effective sight distance between exiting motorists and pedestrians walking along the northern Delhi Road alignment is maintained as the pedestrian footpath is separated from the property boundary by some 3m. It is therefore noted that the sight distance triangle of 2.5m x 2m is effectively provided and accordingly, the proposed access arrangement is considered to be satisfactory.

Clause 5.2 - Column Location

Clause 5.2 states that 'columns should not be located at the end of a parking aisle. The difficulty of manoeuvring into a parking space is increased by such a location.' There are a small number of occasions where columns are provided at or near the end of parking spaces within the security basement parking levels. In each case, the columns have been assessed to constitute adjacent obstructions therefore indicating that the adjoining parking space is required to provide an additional 300mm width in accordance with the abovementioned clause 2.4.2 (c). The additional 300mm width provides the additional manoeuvring spaces required for vehicles to access / vacate the parking spaces resulting from the column locations.

Each of the parking spaces affected by a column being located at the end of the space is provided with a width of at least 300mm greater than the minimum required parking space width of 2.4m (2.3m for a small car bay), that it at least 2.7m wide (2.6m for a small car bay). In a majority of cases where parking spaces are provided with columns or other obstructions such as walls at or near both ends of the parking space, the spaces are provided with a width of at least 2.8m.

Therefore whilst columns and other obstructions are occasionally provided at or near the end of some parking spaces, the affected parking spaces provide the additional width required for satisfactory manoeuvring into and out of the space. The column and other obstruction locations are therefore considered satisfactory in each instance.

Clause 5.3 - Clearance

AS2890.1 requires a minimum height clearance of 2.2m to permit access for both cars and light vans and states that the minimum available clearance shall be sign posted at all entrances. It is noted that there are number of occasions within the security basement parking levels where clearance heights of less than 2.2m are provided, mostly associated with the provision of stormwater and other services.

In situations where the above clearance is not provided above vehicular manoeuvring areas such as internal roadways and circulation aisles, vehicular access to the affected areas has been restricted by the placement of appropriate located bollards.

Further to the above, it is noted that there are a number of occasions whereby the abovementioned clearance requirement is not achieved via car parking spaces. The minimum clearance height provided is 2.0m. In each case where a clearance of 2.2m is not provided, those spaces do not comply with AS2890.1.

It is however noted each of the basement level parking spaces are to be specifically sold and allocated to tenancy owners given the commercial nature of the development. In this case, it is recommended that each non-conformance be identified and accepted by the prospective owner upon sale thus, all such affected parking spaces, will be specifically allocated to tenants who will be aware of clearance limitations. In order to further highlight the non-conformance, each affected space has been provided with sign posting specifying the available clearance.

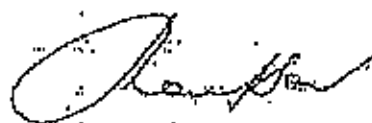
A list of the affected parking spaces and the provided clearances is provided within Table 3 overleaf.

TABLE 3
LIST OF SPACES WITHIN BASEMENT PARKING LEVELS NOT
PROVIDING CLEARANCE HEIGHT OF 2.2M

Basement Level 1		Basement Level 2	
Space No.	Clearance Height	Space No.	Clearance Height
3	2.0	61	2.1
4	2.0	62	2.1
5	2.1	63	2.1
6	2.1	64	2.1
7	2.1	65	2.1
8	2.1	66	2.1
9	2.1	67	2.0
10	2.1	68	2.1
11	2.1	81	2.1
12	2.0		
13	2.1		
18	2.0		
30	2.1		
31	2.1		
39	2.0		
53	2.0		
62	2.0		
63	2.1		
64	2.1		
65	2.1		
66	2.1		
67	2.1		
76	2.0		
77	2.0		
78	2.0		
79	2.0		
87	2.0		
88	2.0		

CONCLUDING STATEMENT

Whilst a number of parking spaces are not strictly in compliance with the requirements of Council's *Environmental Standards Development Criteria - 1999* and / or AS2890.1-2004, we are satisfied that all parking spaces are capable of use by standard commercial employee / staff vehicles, subject to the recommendations provided within this document



David Thompson
 Transport Planner &
 Road Safety Auditor

SUBDIVIDER/DEVELOPER COMPLIANCE CERTIFICATE

(A certificate under Division 9 Section 73 of the Sydney Water Act, 1994)

DESCRIPTION OF SUBDIVISION/DEVELOPMENT			
Council	Ryde City Council		
Street	32-52 Delhi Road, Macquarie Park		
Lot No. (s)	1 & 2	DP	605346
Lot No. (a)	DP		
Development	Demolition of existing improvements, Construction of a commercial building 4 storeys (over basement car park) and strata subdivision		
NAME OF APPLICANT	Mabcon Holdings P/L & Progroup Management P/L		
APPLICANT'S ADDRESS	C/- Michael Bell & Partners PO Box 478 Roseville NSW 2069		

Sydney Water Corporation certifies that the above named applicant has complied with the requirements, relating to the plan of Subdivision/Development (described above, of Division 9 of the Sydney Water Act, 1994.

THE FOLLOWING ITEMS 2 AND 5 APPLY TO THE STRATA SUBDIVISION/DEVELOPMENT:

1. Water facilities are to be provided as a result of the subdivident/developer's compliance with Sydney Water's requirements.
2. Water facilities are available.
3. Water facilities cannot be provided within a reasonable time from the date of this certificate.
4. Sewerage facilities are to be provided as a result of the subdivident/developer's compliance with Sydney Water's requirements.
5. Sewerage facilities are available.
6. Sewerage facilities are under the control of the local council.
7. Sewerage facilities cannot be provided within a reasonable time from the time of this certificate.
8. Sydney Water's requirements for future subdivision of this dual occupancy development have NOT been met. On subdivision an additional certificate will be required.

THE FOLLOWING ITEMS ~~2 AND 5~~ APPLY TO LOTS ~~1 AND 2~~ IN THE SUBDIVISION/DEVELOPMENT:

9. Water facilities have NOT been provided. They will only be provided after compliance with Sydney Water's requirements placed on a future applicant for subdivision/development or connection.
10. Sewerage facilities have NOT been provided. They will only be provided after compliance with Sydney Water's requirements placed on a future applicant for subdivision/development or connection.
11. Sewerage facilities are under the control of the local council.

Applicant Reference No. 05072

Council Reference No. 649/2002

Name Kelly Quigley

Signature

(Approving Officer for and on behalf of Sydney Water)

Name Con Tsiliberdis

Signature

(Approving Officer for and on behalf of Sydney Water)

Development Services Office: Head Office

Dated: 29 August 2006

**THIS CERTIFICATE IS ONLY VALID WHEN SIGNED BY TWO
AUTHORISED SYDNEY WATER OFFICERS**

A signed copy is held by Sydney Water

The original of this certificate must be presented to the appropriate consent authority, usually Council, with which the plan of subdivision/development was lodged so that you can satisfy the relevant condition of consent.

Enquiries
(Mon-Fri 9am-6pm)

Electricity Emergencies (24 hr)
Streetlight Faults
www.energy.com.au

13 13 67

13 13 67
1800 044 808



Tax Invoice

Account Number
854 143 492

Due by
14 May 2008

Amount Payable
\$170.87



0150100-0001-AF010

Matnoon Holdings Pty Ltd
PO Box 6126
NORTH SYDNEY NSW 2059

Electricity Account

Payment on time is
appreciated.

Location: Unit 5,08 Floor 5, 32-52 Delhi Rd, NORTH RYDE NSW 2113

Opening Balance	0.00
Security deposit	450.00
Reversal of security deposit	-450.00 cr
Electricity (12/03/2008 to 10/04/2008)	155.34
Subtotal of charges before GST	155.34
Total GST payable 10%	15.53
Total charges including GST	170.87
Total Amount Payable	\$170.87

Invoice Date: 26/04/2008

Please see over for payment options

Any payments made on or after this date will be
shown on your next bill.

Did you
know?

Electricity price rise

Please note that as approved by
the Independent Pricing and
Regulatory Tribunal (IPART),
electricity prices will rise from
July 2008.

Choose PureEnergy and support
renewable electricity generation
PureEnergy is green electricity
generated from renewable
sources and is an affordable way
to help support the Australian
renewable energy industry. To
find out more about our
PureEnergy options call us on
13 13 67.

Energy Saving Tip

Leaving electrical equipment like
photocopiers and computers on
for long periods when they are
not in use can be costly. Make
sure you use power-saves options
and switch office equipment off
at night or when unused.

For more energy saving tips visit
www.energy.com.au

H RAMSAY & CO
PTY LIMITED ALN 069 967 817

JOHN BROCK
B SURV MJS
REGISTERED SURVEYOR

ROD FITZGERALD
B SURV MJS
REGISTERED SURVEYOR



REGISTERED BY
THE INSTITUTION OF SURVEYORS NSW
FOR THE USE OF ITS MEMBERS ONLY

UNIT 1
142 JAMES RUSE DRIVE
ROSEHILL NSW 2142

PO BOX 9882
HARRIS PARK NSW 2150

EMAIL: surveyor@hramsay.com.au

PHONE: 9635 5040
FAX: 9806 0027

SURVEY REPORT

Ref 6593/05
28 April 2008

INSTRUCTED BY: MR RICHARD ANEARN

RE MAINCON PTY LIMITED (IDENTIFICATION PURPOSES ONLY)

Further to your instructions and for your private use we have surveyed, for identification purposes only, the land comprised in Folio Identifier 45/1119316 being Lot 45 in Deposited Plan 1119316 located at North Ryde in the Local Government Area of Ryde Parish of Hunters Hill County of Cumberland.

The subject lot is limited in stratum as shown on sketch.

The land has frontage to Delhi Road and access by Right of Carriageway to Plassey Road.

We advise that erected upon the above described land is a five storey commercial office building having two levels of basement parking under with external walls of concrete and glass known as "Delhi Corporate" No 32 Delhi Road. This building stands wholly within the boundaries of the subject land and the walls eaves and gutterings stand in relation to those boundaries as shown on sketch.

The boundaries of the subject land are fenced as shown.

The subject land is affected by an Easement for Electricity and other Purposes 2.8 wide vide Deposited Plan 1119316.

No restrictions or covenants have been investigated by us.

Other than as stated or shown on sketch there are no visible encroachments of note by or upon the subject land.

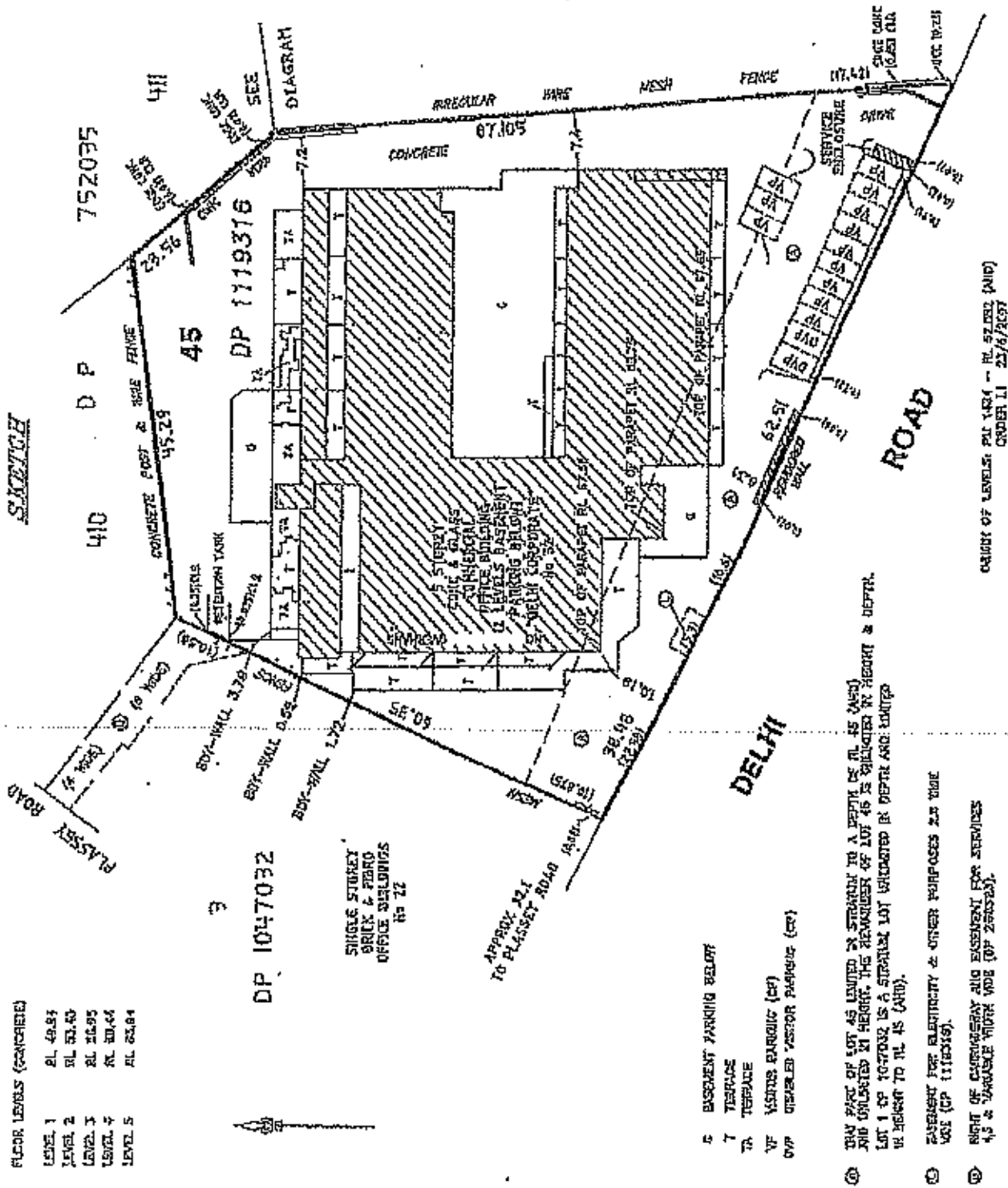
The distances shown from improvements to boundaries are for identification purposes only and are not to be used for boundary definition purposes.

A handwritten signature in dark ink, appearing to read 'Rodney Scott Fitzgerald'.

RODNEY SCOTT FITZGERALD
REGISTERED SURVEYOR

FLOOR LEVELS (CONCRETE)

LEVEL 1	RL 49.83
LEVEL 2	RL 53.40
LEVEL 3	RL 56.95
LEVEL 4	RL 60.40
LEVEL 5	RL 63.84



- ① BASEMENT PARKING BELOW
- ② TERRACE
- ③ TERRACE
- ④ VISITOR ENTRANCE (ENT)
- ⑤ OVERHEAD VEHICLE PARKING (ENT)

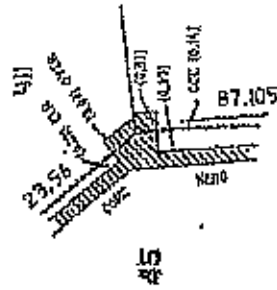
⑥ THE PART OF LOT 45 LIMITED BY STRAIGHT TO A DEPTH OF RL 45 (AND) AND UNLIMITED IN HEIGHT. THE REMAINDER OF LOT 45 IS UNLIMITED IN HEIGHT & DEPTH. LOT 1 OF 10-7032 IS A STRAIGHT LOT UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 45 (AND).

⑦ EASEMENT FOR ELECTRICITY & OTHER PURPOSES AS THE CASE (CP 1110319).

⑧ RIGHT OF CORRIDORWAY ALSO EASEMENT FOR SERVICES 4.5 & UNLIMITED WIDTH WIDE (TOP 200325).

CALCULATED LEVEL: RL 14.14 - RL 57.82 (AND)
ORDER LI 23/8/1997

DIAGRAM
ALTS



SP 74057

5 STOREY
CONCRETE
COMMERCIAL
OFFICE BUILDING
12 LEVELS BASEMENT
PARKING BELOW
No 58

REF: CS83/05
DATE: 28/2/2008

Form: 07L
Licence: 01-05-028
Licensee: LEAP Legal Software Pty Limited
Firm name: Atkinson Vinden

LEASE



New South Wales
Real Property Act 1900

A6675293L

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

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises
38/SP80947

(B) LODGED BY

Delivery
Box

124E

Name, Address or DX and Telephone

LLPN:123820V

LEGALINX PTY LTD

Level 3, 175 Castlereagh Street, Sydn

PO Box A250 Sydney South NSW 123

Ph: 02 9230 6900

AVHC:234974

CODE

L

(C) LESSOR

Maincon Holdings Pty Limited ACN 069 475 127 and Progroup Management Pty Limited ACN 075 284 454

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

(D)

Encumbrances (if applicable): **AF213222**

(E) LESSEE

Townears Franchises Sydney Pty Ltd ACN 137 552 562

(F)

TENANCY:

(G) 1. TERM:

Two (2) Years

2. COMMENCING DATE:

1 October 2011

3. TERMINATING DATE:

30 September 2013

4. With an **OPTION TO RENEW** for a period of 2 years set out in Clause 2.4

5. With an **OPTION TO PURCHASE** set out in N/A

6. Together with and reserving the **RIGHTS** set out in Annexure 1

7. Incorporates the provisions set out in **ANNEXURE(S) 1 & 2** hereto.

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

9. The **RENT** is set out in item/clause Item 1 Particulars of Annexure 2

DATE: 11 / 10 / 2011

(F)

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

Signature of witness:

Name of witness:

Address of witness:

TOULA NADEZ
7 Wentworth Avenue
Blacksheep 2221

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

Corporation: Towncars Franchises Sydney Pty Ltd ACN 137 552 562

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: Brian S. S. S. S.
Office held: Secretary/Director

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 attorney:

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.: 441

Andrew Wise

Maincon Holdings Pty Limited

ACN 069 475 127

Signature of authorised person:

Name of authorised person:

Office held:

DANIEL GREEN
Director

(I) STATUTORY DECLARATION

I

solemnly and sincerely declare that—

1. The time for the exercise of option to renew/option to purchase in expired lease No.

has ended;

2. The lessee under that lease has not exercised the option.

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

Made and subscribed at

in the State of New South Wales

on

in the presence of—

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

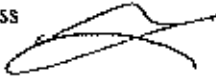
Annexure A to Lease

PARTIES:

**MAINCON HOLDINGS PTY LIMITED ACN 069 475 127 AND PROGROUP
MANAGEMENT PTY LIMITED ACN 075 284 454 - Lessor**
TOWNCARS FRANCHISES SYDNEY PTY LTD ACN 137 552 562 - Lessee

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

Signature of witness



Name of witness:

TOUL A NADER

Address of witness:

7 Wentworth Ave
Blakehurst 2221

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 attorney:

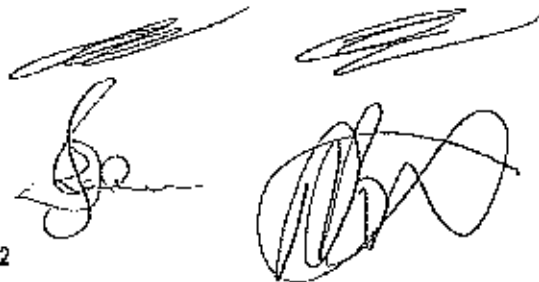


Attorney's name: Andrew Wise

Signing on behalf of: Progroup Management Pty Limited
ACN 075 282 454

Power of attorney - Book: 4525

- No.: 442



This and the following 58 pages comprise the annexure B referred to in Memorandum of Lease made between MAINCON HOLDINGS PTY LIMITED ACN 069 475 127 AND PROGROUP MANAGEMENT PTY LIMITED ACN 075 284 454 (as Lessor) and TOWNCARS FRANCHISES SYDNEY PTY LTD ACN 137 552 562 (as Lessee) .

ANNEXURE 1

Rights and reservations

The Tenant shall have the benefit of the following rights and liberties:

- (a) the right to use in common with the Landlord and all others entitled thereto the Common Areas, and the toilets; and
- (b) the use of any garbage storage area as allocated by the Landlord.

The Landlord reserves unto itself the following rights and liberties:

- (a) any toilets specially designated for exclusive use by a particular tenant or tenants (unless such tenant be the Tenant);
- (b) any common rights of access to and from the Premises;
- (c) the use of exterior walls and roof; and
- (d) the uninterrupted passage of all pipes and cables through the Premises and the running of all substances and materials for which they are designed through the same provided always that in exercising such rights the Landlord shall use reasonable endeavours to minimise any disturbance caused to the Tenant in its use and occupation of the Premises.



ANNEXURE 2

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the interpretation of this Lease (including the rules and regulations if any) unless the contrary intention appears the terms defined in this part shall have the meaning specified:-

- (a) **"Bank Guarantee"** means an irrevocable undertaking by an Australian Trading Bank to pay an amount or amounts of money to the Landlord unconditionally upon demand and containing such terms and conditions as are acceptable to the Landlord and which the Landlord may determine in its absolute discretion.
- (b) **"Base Rent"** means the amount set out as such in Item 1 of the Particulars as varied from time to time pursuant to the provisions of Part 4.
- (c) **"Building"** means the building within which the Premises are situated together with any modification, extensions or alterations thereto from time to time and where the context so permits any part of the foregoing together with the fixtures fittings, furnishing, plant, machinery and equipment of the Landlord therein from time to time.
- (d) **"Carpark"** means those parts of the building designated from time to time by the Landlord to be used for the parking of motor vehicles and includes the driveways giving ingress and egress thereto and therefrom.
- (e) **"Common Areas"** means all those parts of the building not demised or licensed to any person and designed or provided by the Landlord for use by the tenants of the building and other persons in the building in common with each other but excluding those areas reserved by the Landlord to the Landlord or any person claiming through or under the Landlord and including such other areas grounds and conveniences of and in relation to the Building as are provided from time to time by the Landlord.
- (f) **"Guarantor"** means and includes the person (if any, and if more than one each of them) named and described as Guarantor in Item 3 of the Particulars and, in the case of a natural person, his (or their respective) executors and administrators.
- (g) **"Land"** means the land described in "Property Leased" particular A on the front page of this Lease (form 97-07L) and where the context so permits the expression includes part of the land.

- (h) **"Landlord"** means the person named and described as the Lessor on the front page of the Lease (form 97-07L) and includes the Lessor and its successors and assigns and where the context so admits the agents (including, without limiting the generality thereof, the manager) employees and contractors of the Lessor.
- (i) **"Lease" or "this Lease"** means the Lease of the Premises incorporating these terms and conditions and all annexures appendices and schedules thereto. A reference to an Item number is a reference to that item number in the Particulars of the Lease.
- (j) **"Manager"** means the person or company whom the Landlord by notice in writing to the Tenant states is the Manager for the time being of the Building and includes (unless the context otherwise requires) the successor and assigns of such person or company (as the case may be) and the employees and agents of such person or company or of such successors and assigns.
- (k) **"Particulars"** means the Particulars described as such and as set out in this Lease.
- (l) **"Permitted Use"** means the use of the Premises described as such in Item 6 of the Particulars.
- (m) **"Pipes"** means pipes, sewers, drains, mains, ducts, conduits, wire, cable channels, flues, and other conducting media including any fixing louvres cowls and other covers.
- (n) **"Premises"** means the premises described in Item 5 of the Particulars including:
 - (i) floor and ceiling (including the void above the ceiling) of the premises,
 - (ii) the entirety of any non-loadbearing internal walls within the premises,
 - (iii) the inner half severed medially of the internal non-loadbearing walls dividing the premises from other parts of the building,
 - (iv) the whole of the shop front,
 - (v) the windows and the window frames,
 - (vi) all additions and improvements to the premises,
 - (vii) all the Landlord's fixtures and fittings of every kind which shall from time to time be in or upon the Premises whether originally affixed or fastened to or upon the same or otherwise except any such fixture installed by the Tenant and that can be removed from the Premises without defacing the same, and

(viii) any pipes that exclusively serve the Premises.

In the event that the area of the Premises shall at any time be relevant, whether for the purpose of review of the Base Rent or for any other purpose connected with this Lease, the area of the Premises shall be measured in accordance with the specifications for measurement of gross lettable area for buildings such as the Building as published by the Property Council of Australia Method of Measurement for Lettable Area – March 1997 as updated from time to time.

- (o) **"Quarterly Period"** means each consecutive period of three (3) months during the term of this Lease ending respectively on the last days of March, June, September and December; the expression also includes any broken period prior to the first complete Quarterly Period and after the last complete Quarterly Period.
- (p) **"Rules and Regulations"** means the rules and regulations and all amendments additions and variations made thereto from time to time by the Landlord, acting reasonably, pursuant to Clause 12.10 or otherwise incorporated in this Lease.
- (q) **"Security Deposit"** means the sum payable by the Tenant pursuant to Clause 6.1 and set out in Item 4 of the particulars.
- (r) **"Services"** means all services provided to the Building and includes the provision of lifts, air conditioning and access to the Building.
- (s) **"Structural"** means those parts of the Premises which in terms of the Building are load bearing and/or supportive.
- (t) **"Tenant"** means the person named and described as the Lessee on the front page of the Lease (form 97-07L) and includes the Tenant and its successors approved in writing by the Landlord, or being a natural person, his executors and administrators and in each case their assigns approved in writing by the Landlord pursuant to the provisions of Part 15 and where the context so admits the agents employees and invitees of the Tenant or persons claiming through or under the Tenant.
- (u) **"Tenants Proportion"** means the percentage of the Total Lettable Floor Area of the Building which is from the time to time represented by the Floor Area of the Premises where:
 - (i) **"Floor Area of the Premises"** means the Gross Lettable Area of the Premises determined in accordance with s. 7 of the Property Council of Australia Method of Measurement for Lettable Area – March 1997; and
 - (ii) **"Total Lettable Floor Area"** means the Gross Lettable Area of the Building determined in accordance with s. 7 of the Property Council of Australia Method of Measurement for Lettable Area – March 1997

and as at the commencing date is the figures shown in Item 7 as Outgoings.

- (v) **"Term"** means the period of time set forth on the front page of the Lease (form 97-071).

1.2 Index, Headings, Etc

The index and headings of parts and clauses have been inserted for guidance only and shall be deemed not to form any part of this Lease.

1.3 Persons Include Bodies Corporate

Words importing persons shall include bodies corporate and government and semi Government authorities and departments.

1.4 Covenants Joint and Several

Any covenant indemnity or agreement on the part of or for the benefit of two or more persons shall be deemed to bind or benefit (as the case may be) any two or more of them jointly and each of them severally.

1.5 Tenant not to Permit nor Suffer Prohibited Matters

Wherever in this Lease the Tenant is prohibited from doing any matter, act or thing the Tenant shall be also prohibited from permitting or suffering such matter, act or thing.

1.6 Rights of Access to the Landlord

References to any right of the Landlord to have access to the Premises shall be construed as extending to all persons authorised by the Landlord (including agents, professional advisers, contractors, workmen and others).

1.7 Consent of Mortgagees

Whenever the consent or approval of the Landlord is required or requested in relation to this Lease such provisions shall be construed as also requiring the consent and approval of any mortgagee of the Land where the same shall be required except that nothing in this Lease shall be construed as implying that any obligation is imposed upon any mortgagee to not unreasonably refuse any such consent, provided that the Landlord shall request of any mortgagee of the Land that it not be required to obtain its consent to any matters rightly considered to be minor or usual in a Lease of this nature.

1.8 Consent of the Landlord

References to "consent of the Landlord" or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord.

1.9 Statutes

Reference to a statute includes all regulations rules, orders in council and by-laws under that statute or any amendment thereto whether by subsequent statute or otherwise and a statute passed in substitution for the statute referred to incorporating any of its provisions together with all regulations, rules, orders in council and by-laws thereto.

1.10 Exclusion of implied covenants and powers

The covenants powers and provisions implied in leases by virtue of sections 84, 84A and 85 of the Conveyancing Act 1919 as amended are hereby expressly negatived except in so far as the same or some part or parts thereof are included in the covenants herein contained.

1.11 Enforceability

The provisions of any statutes or laws now or hereafter in force whereby or in consequence whereof any powers, rights, discretions, remedies or obligations of the Landlord, the Tenant, or the Guarantor under this Lease may be curtailed suspended postponed defeated or extinguished (including without derogation from the generality of the foregoing all moratorium legislation and any law which might otherwise modify the obligations of a Tenant under a doctrine of force majeure) shall not apply to this Lease and are expressly excluded but only so far as this lawfully can be done and in the event that any of the obligations, undertakings, powers, rights, discretions or remedies of the Landlord, or the Tenant or the Guarantor in this Lease cannot be given effect or full force and effect by reason of statutory invalidity or otherwise the said obligation undertaking power right discretion or remedy, as the case may be which cannot be given effect or full force and effect by reason of statutory invalidity or otherwise shall be severed ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining obligations undertakings, rights, powers, discretions and remedies of the Landlord the Tenant and the Guarantor (as the case may be) and all other terms of this Lease. If any statute now or hereafter in force requires any notice to be given or the expiration of any time before the exercise of any particular power or remedy of the Landlord such requirement is hereby expressly negatived and excluded to the full extent permitted by law if required by the terms of this Lease, and if any such requirement can not by law be negatived or excluded the same is hereby abridged to the full extent permitted by law or to the period of twenty four (24) hours which ever is the greater.

1.12 Whole Agreement

The provisions contained in this Lease and all annexures appendices and schedules hereto expressly or by statutory implication cover and comprise the whole of the agreement between the parties. The parties expressly agree and declare that no further or other covenants agreements terms or conditions whether in respect of the Premises or otherwise shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason of any promise representation, warranty or undertaking given or made by or on behalf of any party to any other party or its agent or employee on or prior to the execution of this Lease.

The existence of any such implication or collateral other agreement is hereby negatived.

1.13 Governing Law New South Wales

Notwithstanding the domicile or residence of any of the parties to this Lease, the parties agree that this Lease shall be governed by and construed in all respects in accordance with the law of the State of New South Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts in the State of New South Wales in respect to any legal proceedings in connection with or relating to this Lease.

1.14 Holidays

Where under or pursuant to this Lease or any thing done hereunder the day on or by which any act matter or thing is to be done is a Saturday, Sunday or public holiday in Sydney New South Wales such act matter or thing may be done on the next succeeding day which is not a Saturday, Sunday or Public Holiday.

2. TERM AND FURTHER TERM

2.1 Tenant's Occupation and Use of Premises

The Tenant shall occupy and use the Premises during the continuance of this Lease in accordance with the provisions of this Lease.

2.2 Holding Over - Monthly

If the Tenant shall continue to occupy the Premises beyond the expiration of the Term other than pursuant to the grant of a further lease the Tenant shall do so under this Lease on and subject to the covenants, terms, conditions and provisions hereof as a monthly tenant only at a monthly rental equal to the sum of the amount payable in the last month of the Term plus five percent (5%) thereof together with the amounts payable pursuant to Part 5. The Tenant shall pay such rental and such amounts monthly in advance on the first day of each month and otherwise in accordance with the provisions of Clause 3.3 and Part 5. Such tenancy shall be determinable by either the Landlord or the Tenant by not less than 1 month's notice in writing expiring on any day of the month.

2.3 Conditions for Grant of Further Term

If the Tenant desires to have a further lease of the Premises for the further term set out in Item 8(i) of the Particulars after the expiration of the Term the provisions of Clause 2.4 shall apply provided:

- (a) the Tenant gives to the Landlord not more than six (6) months' nor less than three (3) months' notice in writing to that effect prior to the expiration of the Term, and
- (b) this Lease has not been terminated, and

- (c) prior to the date of commencement of the further term no breach by the Tenant of any of the covenants, terms and conditions and provisions herein expressed or implied has occurred of which due notice has been given to the Tenant and has not been rectified and no event which after the giving of notice or the effluxion of time would constitute a default by the Tenant has occurred unless the same has been excused or waived by the Landlord or, if such breach is capable of remedy, such breach has been duly and promptly remedied by the Tenant to the satisfaction of the Landlord.

2.4 Grant of Further Term

Subject to Clause 2.3 the Landlord shall grant to the Tenant a lease of the Premises for the further term referred to in Clause 2.3 commencing on the day next following the expiration of the Term at an initial Base Rent determined as being the greater of the then current market rental for the Premises (as determined by Clause 2.6) and the base rent at the expiration of the Term.

2.5 Terms of Further Lease

The further lease referred to in Clauses 2.3 and 2.4 shall, subject to the provisions of those Clauses, contain the covenants, terms, conditions and provisions of this Lease and shall have Rental Increase Dates in Item 10 which are the anniversaries of the commencement date of such Lease, and shall not contain the proviso to Clause 3.2. Such further lease for the further term shall contain, subject as hereinafter provided, rights for further Leases for the further terms set out in Item 8 (ii) and (iii) of the Particulars in terms similar to clauses 2.3, 2.4, 2.5, and 2.6; PROVIDED THAT:

- (a) Nothing expressed or implied in this Lease shall be construed as entitling the Tenant to require the Landlord to grant the tenant a further Lease in respect of any such further term otherwise than directly in pursuance of the due exercise by the Tenant of an option contained in this Lease or in a further lease of the Premises;
- (b) Any further lease which shall be granted in respect of the last of such further terms shall not contain the provisions of Clauses 2.3, 2.4, 2.5, and 2.6; and
- (c) Notwithstanding anything expressed or implied in this Lease the Tenant shall not be entitled directly or indirectly pursuant to this Lease or pursuant to any further lease of the Premises to any term other than the further terms set out in Item 8 of the Particulars.

2.6 Determination of Rent for Further Term

- (a) For the purposes of this Clause the following terms shall have the meanings specified:-

"Assumptions" means the following assumptions at the commencement of the further term:-

- (i) that the Premises are fit for and fitted out for immediate occupation and use and if the Premises have been destroyed or damaged they have been fully restored;
- (ii) that the Premises are available to be let by a willing landlord to a willing tenant, as a whole, without a premium, but with vacant possession, and subject to the provisions of this Lease for a term equal to the option term;
- (iii) that the covenants contained in this Lease on the part of the Tenant have been fully performed and observed.

"Disregarded Matters" means:-

- (i) any effect on rent of the fact that the Tenant, its subtenants or their respective predecessors in title have been in occupation of the Premises;
 - (ii) any goodwill attached to the Premises by reason of the carrying on at the Premises of the business of the Tenant, its sub-tenants or their respective predecessors in title in their respective businesses;
 - (iii) any increase in rental value of the Premises attributable to the existence at the commencement of the further term of any improvement to the Premises and carried out with consent where required other than in pursuance of an obligation to the Landlord or its predecessors in title either:-
 - (A) by the Tenant, its subtenants or their respective predecessors in title during the Term or during any period of occupation prior thereto arising out of an agreement to grant such term; or
 - (B) by any tenant or subtenant of the Premises before the commencement of the Term so long as the Landlord or its predecessors in title have not since the improvement was carried out had vacant possession of the relevant part of the Premises.
 - (iv) any rent free period or other incentive which may be payable by a landlord to a tenant, for a Lease, for entering into a Lease, or to compensate a tenant for the costs of relocating from its previous Premises.
- (b) The Landlord shall, following receipt of notice from the Tenant in accordance with Clause 2.3(a) give a written notice to the Tenant as to the amount which the Landlord considers will be the current market rental of the Premises as at the commencement of the further term and unless the Tenant disputes that amount in accordance with Clause 2.6(c) then the Base Rent payable for the first year of the further term shall be the amount so notified by the Landlord.

- (c) If the Tenant by giving notice to the Landlord within Twenty-one (21) days of receipt of notice from the Landlord pursuant to clause 2.6(b) (in which respect time shall be of the essence) disputes the Landlord's assessment as aforesaid then the current market rental for the Premises shall be determined by a qualified valuer to be agreed upon within fourteen (14) days by the Landlord and the Tenant or (in the event of a failure so to agree) by a qualified valuer selected by the Tenant from a panel nominated by the Landlord of five (5) qualified valuers from the firms of Jones Lang Wootton, Raine and Horne Pty Limited, Richardson and Wrench Commercial Pty Limited, Colliers International, L J Hooker (NSW) Pty Limited, Baillieu Knight Frank Australia Pty Limited, or other large commercial Real Estate and Valuer firms carrying on business in Sydney or if no valuer is selected by the Tenant within fourteen (14) days after the panel has been nominated or if no such valuer can be appointed who is willing to carry out the said valuation a qualified valuer appointed by the President or other principal officer for the time being of the New South Wales Division of the Australian Institute of Valuers And Land Administrators (or should such Institute then have ceased to exist of such body or association as then serves substantially the same objects as such Institute) provided that any such valuer appointed pursuant to the provisions of this Clause shall be a member of the Australian Institute of Valuers or should such Institute then have ceased to exist of such body or association as then serves substantially the same objects as such Institute) and
- (i) any determination by any such valuer shall be made as an expert and not as an arbitrator;
 - (ii) the current market rental to be determined by the valuer shall be such as he shall decide should be the Base Rent for the Premises at the commencement of the further term making the Assumptions but disregarding the Disregarded Matters and having regard to open market rental values current at that date;
 - (iii) all costs incurred in connection with the determination of the current market rental by the valuer shall be paid by the Tenant and the Landlord equally.

3. RENT

3.1 Payments to be Duly and Punctually Made

The Tenant shall in each year of the Term (and during any period of holding over in accordance with Clause 2.2) duly and punctually pay all Base Rent and other moneys payable pursuant to this Lease.

3.2 Payment of Base Rent

The Tenant shall pay to the Landlord free of exchange and all deductions at such place in Australia as the Landlord shall from time to time in writing nominate the

Base Rent by monthly instalments in advance each equal to one twelfth (1/12th) of the then current Base Rent by way of direct debit or electronic transfer into the Landlord's bank account as nominated by the Landlord. Such payments shall be made on the first day of each and every month during the Term provided that the first payment shall be made on or before the first day of the Term and if necessary the first and last payments shall be proportionate, and provided that for the purposes of the initial term of this Lease only, the Tenant shall not be required to commence payment of rent until the date shown in Item 11 of the Particulars ("Rental Commencement Date") and the Base Rent shall abate for the period from the first day of the Term to the Rental Commencement Date. Liability for outgoings under part 5 shall not abate in that period.

3.3 Interest Payable by Tenant on Moncys Overdue

Without prejudice to the rights, powers and remedies of the Landlord otherwise under this Lease, the Tenant will pay to the Landlord interest at the rate equivalent to the rate for the time being applied by National Australia Bank on overdrafts in excess of \$100,000 calculated on a day to day basis on any money due but unpaid by the Tenant to the Landlord on any account whatsoever pursuant to this Lease (whether Base Rent or otherwise) provided that the Landlord must first give notice in writing to the Tenant requesting payment of any unpaid money and the Tenant shall be allowed seven (7) days from the date of receipt of such notice in which to pay. If payment is made within the seven (7) days no interest shall be payable by the Tenant. If payment is not made within seven (7) days from receipt of the notice the Tenant shall be required to pay interest on the outstanding money on the date same were due. Such interest shall be capitalised on the last day of each month, and computed from the due date for the payment of the money in respect of which the interest is chargeable until payment of such money in full and shall be recoverable (without prejudice to the Landlord's other remedies in respect of the non-payment thereof) in the same manner as Base Rent, in arrears. A certificate as to a rate referred to in this Clause given to the Landlord and signed by an officer of the bank shall be final and binding on the parties to this Lease. On the last day of each month any interest outstanding shall be added to the outstanding money and shall bear interest accordingly.

3.4 Tenant Not to Cause Reduction in Rentable Value

The Tenant shall not by any wilful or negligent act matter or deed or any failure or omission impair reduce or diminish directly or indirectly the Base Rent or any other amount payable pursuant to this Lease or deal with the Premises in such a way as shall or may adversely affect the Base Rent or any other amount which would otherwise be payable pursuant to this Lease or impose or cause or permit to be imposed on the Landlord any liability of the Tenant under or by virtue of this Lease. The Tenant will not attempt to do any of the foregoing.

3.5 Goods And Services Tax

- (a) Rent and Outgoings are GST exclusive

But for this Clause 3.5, the Rent and Outgoings expressed in this Lease are GST exclusive.

- (b) Rent and Outgoings to be increased for any GST

If any GST (within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time, 'GST') is payable by the Landlord in respect of the supply of the Premises to the Tenant, then the Base Rent specified in this Lease ('Original Rent') and Outgoings ('Original Outgoings') are to be increased so that the Landlord receives an amount ('Increased Rent and Outgoings') which, after subtracting the GST liability of the Landlord on that Increased Rent and Outgoings, results in the Landlord retaining the Original Rent and Original Outgoings after payment of that GST liability.

- (c) Outgoings to be reduced for any input tax credits

If the Tenant is obliged to reimburse the Landlord for all or any part of any Outgoing, the amount that the Tenant must reimburse is limited to the Tenant's proportion of amount paid or payable by the Landlord in respect of that Outgoing less the corresponding proportionate amount of any input tax credit claimable by the Landlord in respect of that Outgoing, plus any adjustment to that amount under clause 3.5(b).

- (d) Landlord to assist the Tenant

The Landlord will do all things reasonably available to it to assist the Tenant to claim on a timely basis any input tax credits the Tenant may be entitled to claim for the acquisition of the Premises, including issuing tax invoices on a timely basis as reasonably requested by the Tenant.

4. REVIEWS OF BASE RENT

4.1 Percentage Rent Review

The Base Rent will be increased each year on the Rental Increase Date so that the Base Rent for the Lease years commencing on the Rental Increase Dates specified in Item 10 of the Particulars will be adjusted to the new Base Rent calculated as the greater of the rent calculated in accordance with the Consumer Price Index Review in clause 4.2 or the formula as follows:

$$\text{NBR} = \text{PR} + (4/100 \times \text{PR})$$

where NBR is the new Base Rent, and PR is the Base Rent for the year immediately prior to the Rental Increase Date

4.2 Consumer Price Index Review

- (a) The Base Rent will be reviewed on the CPI Review Dates so that the Base Rent from the CPI Review Date will be the rent calculated in accordance with this formula:-

$$\frac{R \times C2}{C1}$$

Where

R is the Base Rent payable by the Tenant during the year immediately preceding the relevant CPI Review Date.

C1 is the Consumer Price Index (All Groups) for the City of Sydney as published by the Australian Statistician for the quarter ending immediately prior to the immediately preceding year of the Term.

C2 is the Consumer Price Index (All Groups) for the City of Sydney as published by the Australian Statistician for the quarter ending immediately prior to the relevant Review Date.

and the Base Rent payable by the Tenant as from that CPI Review Date shall be the amount so determined.

- (b) In the event that at any time during the Term the Bureau should update the reference base of that Index, the required conversion shall be made to preserve the intended continuity of the calculations by making the appropriate arithmetical adjustment to make the updated Index number correspond in reference base to the Index number at the CPI Review dates.
- (c) In the event that is not possible to make an arithmetical adjustment as specified in 4.2(b), or if there is a change in the basis of that index or its calculation has been suspended or discontinued, then the Landlord shall be entitled to have the rent determined at any CPI Review date by referring the matter to arbitration for the determination of a "fair" rental.
- (d)
 - (i) Each CPI Review shall be made within three (3) months after the CPI Review Date.
 - (ii) The Landlord shall notify the Tenant in writing of the Landlord's calculations of the adjusted rent claimed since the CPI Review Date and the calculation of the new instalments of rent.
 - (iii) The Tenant shall pay the adjusted rent from the last CPI Review Date within fourteen (14) days after service of the Landlord's notice.
 - (iv) If the Tenant objects to the Landlord's calculations, he shall notify the Landlord of the objections and of the Tenant's calculations of the adjusted rent.
 - (v) The Tenant shall pay the rent as calculated by the Landlord until the parties resolve the difference in their calculation or until it is determined by litigation.
 - (vi) If the Tenant has paid rent in excess of the current amount due because of the Landlord's excessive claim the Landlord shall repay

the excess with interest at the rate of 6% calculated on a daily basis.

- (vii) If the Landlord has failed to apply for a rent review in respect of any CPI Review Date, he shall be entitled to apply for a rent review at any time during the continuance of the term of this Lease. A late application cannot be made by the Landlord after the expiry or termination of the Lease, and in this respect time is of the essence.
- (viii) The Base Rent calculated from any CPI Review Date shall be payable by calendar monthly instalments calculated to the nearest cent by dividing the Base Rent by twelve (12) and the references in this Lease to monthly instalments of Base Rent shall be varied accordingly.

4.3 Market Rent Review

The Base Rent will be reviewed on the Market Review Dates so that the Base Rent from the Market Review Date will be the greater of:

- (i) the Base Rent reserved and payable during the year immediately prior to the Market Review Date; and
- (ii) the annual market rent calculated in accordance with this clause 4.3

in accordance with the following method:-

- (a) The Landlord shall at a date any time in the three (3) month period prior to a Market Review Date, inform the Tenant in writing of his intention to increase the Base Rent from the Market Review Date and of the Landlord's assessment of the current market rental of the Premises from that Market Review Date.
- (b) The Tenant may accept the Landlord's assessment and in that event the assessed amount shall be the Base Rent on the Market Review Date.
- (c) If the Tenant fails or refuses to accept the Landlord's assessment within one (1) month after service of the assessment or if they are unable to agree on some other amount as the current market rent at the Market Review Date, the current market rent shall be determined in accordance with paragraphs 4.3(d) to 4.3(j) of this clause.
- (d) "Current market rent" means:-
 - (i) the best annual rent that can be reasonably attained for the Premises;
 - (ii) on the basis that the Premises are available for leasing with vacant possession by a willing landlord to a willing tenant at the Market Review Date;

- (iii) on the terms and conditions contained in this Lease;
 - (iv) on the basis that the Tenant's and Landlord's Lease covenants and obligations shall have been fully performed at the Market Review Date;
 - (v) having regard to the rental values of comparable Premises;
 - (vi) and disregarding any increase in rental value of the Premises attributable to the existence of any improvement made by the Tenant or attributable to the particular nature of the Tenant's business and in particular the installation of any floor coverings, ceiling or any other fittings.
- (e) Either party may apply to the president or principal officer for the time being of the Australian Institute of Valuers and Land Economists (Inc.) (NSW Division) to nominate a person who is a licensed Valuer and (i) has practised as a valuer for not less than five (5) years, (ii) is a member of the Australian Institute of Valuers and Land Economists (Inc.) (NSW Division); and (iii) is licensed to practise as a valuer of the kind of premises whose rent review is required under this Lease (called "nominee") to determine the current market rent at the Market Review Date.
- (f) The nominee shall act as an expert and not as an arbitrator. Each party may submit to the nominee written valuations and submissions within twenty one (21) days after the nominee has accepted the nomination to act, but may not make oral submissions or adduce any evidence. At the time of making the written submissions or forwarding to the nominee any written valuation, that party shall forward to the other party a copy of all written material submitted to the nominee. Within thirty five (35) days after the nominee has accepted the nomination to act, each party may forward to the nominee written comments on the other party's written valuations and submissions. The nominee shall take into consideration the written submissions received within those periods, but is not fettered by them and shall determine the current market rent in accordance with his own judgment and the opinion which he formed. The nominee's determination is final and is binding on the parties.
- (g) The nominee shall conclude his determination and shall inform the parties of it within two (2) months of having accepted the nomination to act.
- (h) If the nominee:
- (i) fails to accept the nomination to act;
 - (ii) fails to determine the current market rent within two (2) months after accepting the nomination act;
 - (iii) becomes incapacitated or dies; or
 - (iv) resigns as the nominee;

then either party may request the nominator to appoint another nominee in accordance with paragraph 4.3(c) hereof.

- (i) The parties shall bear equally the total costs of the rent determination at each Market Review Date. Each party shall bear his own costs of legal representation and the fees of any experts for giving evidence and for making valuations for the purpose of written submissions.
- (j)
 - (i) Except as provided in paragraph (ji) hereof, the current market rent may be determined from a Market Review Date even if the review shall be instituted after that Market Review Date.
 - (ii) In the event of the parties having failed to institute a rent review to determine the rent from a Market Review Date in any of the situations specified in this paragraph, then the existing rent shall continue to be the rent for that review period, and thereafter neither party may have the current market rent determined for that period:
 - (A) after a later Market Review Date has arrived.
 - (B) after the expiry of the Lease term, in respect of any Market Review date within that term;
 - (C) during the last six calendar months of the Lease term in respect of the last Market Review Date within that Lease term.
- (k) If the current market rent from a Market Review Date shall not be determined until after that Market Review Date:
 - (i) The Tenant shall continue to pay current instalments of rent due until the new rent has been determined.
 - (ii) when the rent has been determined, the Tenant shall pay the additional amount (if any) due for rent from the Market Review Date to the date when the monthly instalment of rent is payable on the rent day next succeeding the expiration of thirty (30) days after the date when the Tenant has been informed of the rent determination.
- (l)
 - (i) In the event of a surrender of lease occurring during a rent review period for which a rent review has been implemented without a rent determination having been made, when the rent is determined the former Tenant shall be liable to pay any additional rent from the Market Review Date to the date of the surrender, unless at the time of the surrender the parties shall have agreed to cancel that liability.
 - (ii) In the event of a transfer of Lease occurring during a rent review period for which a rent determination has not been made (when the review has been implemented or is not precluded under paragraph 4.3.(k)) the assignor and assignee of the Lease shall be

jointly and severally liable to pay to the Landlord any additional rent payable from the Market Review Date to the date of the transfer.

- (iii) In respect of the rent review, the assignor's conduct before the date of the transfer binds the assignee, thereafter the assignee's conduct binds the assignor.
- (iv) The assignor shall pay to the Landlord the balance due in excess of the amount held under paragraph (ii) of this clause within thirty (30) days after the determination of the rent.

5. OUTGOINGS

5.1 Items Comprising Outgoings

- (a) For the purposes of this Clause 5 "Outgoings" shall mean the total of all outgoings costs and expenses of the Landlord now or hereafter assessed or assessable charged or chargeable paid or payable or otherwise incurred upon or in respect of the Land or upon the Landlord in relation to the Land or in the conduct management and management and maintenance of the Land and in the use and occupation thereof (but excluding all outgoings costs and expenses of a capital and/or structural nature) and whether such costs are incurred by engaging independent contractors or are incurred by employing or engaging personnel employed by Landlord or any of its related companies at commercially competitive prices and in particular but without limiting the generality of the foregoing shall include:-
 - (i) all taxes including any land tax or taxes of the nature of a tax on land (calculated on the basis that the Land is the only land owned by the Landlord and the land concerned was not subject to a special trust and the Landlord was not a company specified under Section 29 of the Land Tax Management 1956 as a non-concessional company) other than income tax payable by the Landlord on its income;
 - (ii) all rates charges assessments duties impositions and fees of any public municipal government or semi-governmental body authority corporation or department;
 - (iii) all duties and taxes (other than income tax) paid or payable by the Landlord in consequence of the receipt by the Landlord of rent or other money or in consequence of the Landlord having any estate or interest in the Land;
 - (iv) all premiums for the public liability insurance, workers' compensation insurance, insurance of all structures building plant machinery equipment fittings and fixtures of the Land, plate glass insurance, loss of rent and consequential loss insurance and all other policies of insurance effected by the Landlord in respect of

the Land and/or the Landlord and for those amounts and against those risks as the Landlord may from time to time deem necessary or desirable with any extensions or exclusions as the Landlord shall think fit;

- (v) all charges for water (including excess water), gas, oil, electricity, light, power, sewerage and other services furnished or supplied to the Land;
 - (vi) all costs of repairs maintenance renovations and replacements of and to the Land;
 - (vii) the cost of painting repair and other maintenance work to the Common Areas and of all cleaning of Common Areas and of the prevention and eradication of rodents pests and vermin;
 - (viii) all costs of management control and administration of the Land incurred by the Landlord, including wages, long service leave, holiday pay, sick leave and superannuation, audit valuation and accountancy fees and legal expenses and costs and expenses of challenging of any rate, valuation or assessment on the Land or on the Landlord in respect of the Land;
 - (ix) all costs of the repair, maintenance, servicing and all other running costs of any air-conditioning equipment currently installed, or installed in the future, in or for the Building, including any fees and/or premiums payable to specialist contractors or consultants;
 - (x) all costs of providing and maintaining signs to the Land and Building including Common Area facilities and directory boards;
 - (xi) all costs of provision of and maintenance of fire protection equipment, signs and other emergency services;
 - (xii) all strata levies and/or community association levies and contributions payable by the Landlord as owner of the land excluding any levies payable to the sinking fund or any other levies relating to capital expenditure;
 - (xiii) all costs of landscaping the Land;
 - (xiv) all costs of stormwater detention system maintenance for the Land.
- (b) All Outgoings irrespective of the period for which they are levied, assessed, charged or payable shall be deemed to accrue from day to day and shall be apportioned in respect of time accordingly.

5.2 Tenant to Pay Tenant's Proportion of Outgoings

In respect of each Accounting Period during the Term the Tenant shall pay to the Landlord by way of direct debit or electronic transfer into the Landlord's bank

account as nominated by the Landlord the Tenant's Proportion of the Outgoings on a monthly basis each month in advance.

5.3 Meaning of Accounting Period

For the purpose of this Part 5, "Accounting Period" shall be deemed to mean and relate to each successive period during the Term ending at each 30 June and at the expiration of this Lease, and in respect of all Accounting Periods of less than 1 year the Tenant's Proportion of the Outgoings shall be calculated for the full year ending 30 June in which the Accounting Period occurs and then an appropriate part thereof shall be payable according to the term of the Accounting Period.

5.4 Estimates of Tenant's Proportion, Payment

Notwithstanding anything expressed or implied in this Part 5, the Landlord shall notify the Tenant in writing of the Landlord's best estimate of the amount of the Tenant's Proportion of the Outgoings for any Accounting Period, whereupon the Tenant shall pay to the Landlord during such Accounting Period such estimated amount by equal monthly instalments in advance on the days and in the manner fixed for payment of Base Rent.

5.5 Landlord to Provide Statement Each Year of Outgoings Adjustments

Within three (3) months after the end of each Accounting Period during the term of the Lease, the Landlord shall provide an expenditure statement to the Tenant detailing all expenditure by the Landlord on account of Outgoings to which the Tenant contributes.

5.6 Adjustment of Contributions to Outgoings

- (a) Within one (1) month after the end of each Accounting Period there is to be an adjustment between the Landlord and Tenant to take account of any underpayment or overpayment by the Tenant in respect of those Outgoings.
- (b) The adjustment is to be calculated on the basis of the difference between the total amount of Outgoings in respect of which the Tenant contributed and the total amount actually expended by the Landlord in respect of those Outgoings during the Accounting Period, but taking into account only expenditure properly and reasonably incurred by the Landlord in payment of those Outgoings.

6. SECURITY DEPOSIT

6.1 Security Deposit

The Tenant will:

- (a) Prior to entering into possession of the Premises pay to the Landlord the sum set out in Item 4 of the Particulars as a cash bond for the due

observance and performance by the Tenant of all the covenants and provisions contained in this Lease.

- (b) As soon as the Base Rent payable from each rent review is determined, the Tenant will pay to the Landlord as a further cash bond an amount which, when added to the cash bond or bonds already held by the Landlord (or to the limits of liability under any Bank Guarantee accepted by the Landlord in lieu of a cash bond under Clause 6.1(c), equal to the aggregate of three (3) months Base Rent at the rate payable by the Tenant at the material time.
- (c) At the option of the Tenant, the Tenant may instead of paying the amounts in accordance with Clause 6.1(a), provide to the Landlord a Bank Guarantee, on terms acceptable to the Landlord, of due observance and performance by the Tenant of all the covenants and provisions contained in this Lease, with a maximum liability to the bank of not less than the total of the cash bond or bonds required by Clause 6.1(a).
- (d) If at any time the Tenant fails to observe and perform any of the Tenant's covenants and provisions in this Lease, the Landlord may in its discretion at any time appropriate to itself absolutely all or any part of the cash bond or bonds or call up any guarantee or guarantees as may be necessary in the opinion of the Landlord to compensate the Landlord for any loss or damage suffered or which may be suffered by the Landlord by reason of that failure. Any appropriation or calling up by the Landlord will not constitute a waiver of that failure and will not prejudice any other right or remedy of the Landlord in respect of it.
- (e) If the whole or any part of the cash bond or bonds are appropriated or any guarantee or guarantees are called up by the Landlord and this Lease remains on foot, the Tenant will immediately upon demand by the Landlord pay to the Landlord the amount so appropriated or called up to be held as a cash bond in accordance with this clause.
- (f) If the Landlord's interest in the Premises is assigned or transferred, the Landlord may pay or transfer the bond or bonds less all sums appropriated by it in accordance with this clause to the assignee or transferee. Upon payment or transfer the Landlord will be discharged from all liability to the Tenant or to any other person in respect of the bond or bonds.
- (g) The Bond will be accounted for by the Landlord to the Tenant upon the expiry or sooner determination of the Lease and any further lease. The Landlord shall in such accounting be entitled to deduct from the Bond any sum or sums due in respect of any breach of covenant or other failure under this Lease but without limiting the rights of the Landlord. Any interest earned on the Bond shall be shared equally between the Landlord and the Tenant.

7. USE

7.1 Permitted Use

The Tenant shall, throughout the Term, use the Premises for the purpose and purposes set out in Item 6 of the Particulars in accordance with the provisions hereof, and the Tenant shall not use the Premises for any purpose other than the Permitted Use and will not use the same for any residential purpose whether temporary or permanent, nor use storage space (if any) forming part of the Premises for any purpose other than storage related to the Permitted Use. In the event that any local authority or other consent, licence, or approval is required for the Premises to be lawfully used for the Permitted Use or any use by the Tenant complying therewith, the Tenant shall forthwith at its own expense make all applications and take all steps as shall be necessary for the obtaining of such consent, licence or approval (but not so as to restrict or otherwise affect any other use of any part of the Building) and the Tenant, when so requested by the Landlord, shall deliver to the Manager (or as the Landlord may otherwise from time to time in writing direct) a copy of any relevant application prior to the same being lodged with the relevant authority and promptly after such consent, licence, or approval is obtained a copy of the same.

7.2 Quiet Enjoyment

The Tenant paying the Base Rent and other amounts payable pursuant to this Lease and duly and punctually observing and performing the covenants, obligations and provisions in this Lease on the part of the Tenant to be observed and performed, shall and may peaceably possess and enjoy the Premises during the continuance of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through or under the Landlord (except where such interruption or disturbance is permitted by other provisions of this Lease) and the Landlord shall endeavour to keep the Premises wind and watertight and shall carry out any necessary work in relation to the maintenance of the Premises in this manner as soon as is reasonably practicable.

7.3 No warranty as to suitability or as to exclusive rights

The Tenant acknowledges that otherwise than as is expressly contained in this Lease, no promise, representation, warranty or undertaking has been given by or on behalf of the Landlord in respect of the suitability of the Premises, or the Building for any use or for any business to be carried on therein or the fixtures fittings, furnishings, finish, plant, machinery and equipment of or in the Premises or the Building and the Tenant expressly acknowledges that no exclusive franchise is given to the Tenant and that the Landlord shall be at liberty now or at any time hereafter to let any part or parts of the Building for any purposes it sees fit notwithstanding that those purposes or some of them may be the same as the Permitted Use hereunder or some of them.

7.4 Heavy installations not to cause damage

The Tenant shall not bring upon the Premises any heavy machinery or other plant and equipment (including without limiting the generality of the foregoing any safe or

compactus) unless the same is reasonably necessary or proper for the conduct of the Tenant's Permitted Use of the Premises and the consent of the Landlord has been obtained prior to such item being ordered by the tenant. In no event shall any such item be of a nature or size as to cause or to be likely to cause in the reasonable opinion of the Landlord any structural or other damage to the floors or walls or any parts of the Premises or the Building (including furnishings, fixed fixtures or fittings).

7.5 Pest Control

The Tenant shall take all reasonable precautions to keep the Premises free from rodents, insects, pests, birds and animals and for such purposes shall so often as the Landlord shall reasonably require arrange an inspection and report of the Premises by a recognised pest exterminator and shall comply with any recommendations of such pest exterminator and shall promptly send to the Landlord copies of such reports and recommendations including a report by the pest exterminator as to the completion of any works which have been recommended and in default the Landlord may employ a pest exterminator for such purposes and the Tenant shall on demand pay to the Landlord the amount of the fees of such pest exterminator.

7.6 Radio, TV, Video Etc

The Tenant will not without the prior written consent of the Landlord use any laser, radio, record or cassette player, tape recorder, monitor, video, television or other light media or equipment heard or likely to be heard from outside the Premises.

7.7 Tenant to give notice of accident etc

The Tenant shall give to the Landlord prompt notice in writing of any accident of which the Tenant is aware of or defect or want of repair in the Premises or any services thereto and of any circumstances likely to be or cause any danger, risk or hazard to the Premises or any services thereto or to the Building or any person or property therein.

7.8 Infectious Illness

Should any infectious illness transpire in or about the Premises the Tenant shall forthwith give notice thereof in writing to the Landlord and thoroughly fumigate and disinfect the Premises at his own expense and to the satisfaction of the local health officer. In the event of the Tenant failing to so fumigate, the Landlord shall employ an appropriate person to fumigate the Premises (outside of business hours) and the Tenant shall on demand pay to the Landlord the amount of the fees of such fumigation.

7.9 No Noxious or Illegal Use

The Tenant shall not permit any noxious, immoral, noisome, offensive or illegal art, trade, use, business, occupation or calling at any time during the continuance of this Lease to be exercised, carried on, permitted or suffered in or upon the Premises or the Common Areas by the Tenant. The Tenant shall not permit any act, matter or thing whatsoever at any time during the continuance of this Lease to be done in or

upon the Premises or the Common Areas by the Tenant which shall or may cause nuisance, grievance, damage, or disturbance to the occupiers of the Building or to the occupiers or owners of adjoining or neighbouring lands or buildings.

7.10 Compliance with Rules and Regulations

The Tenant shall at all times observe and comply with the Rules and Regulations. The Tenant agrees that failure to observe and comply with any of such Rules and Regulations shall constitute a breach of the terms of this Lease in the same manner as if the rules and regulations were contained herein as covenants by the Tenant with the Landlord.

7.11 Compliance with statutes etc

The Tenant shall from time to time forthwith comply with all statutes, ordinances, proclamations orders or regulations present or future affecting or relating to the Tenant's particular use of the Premises and with all requirements which may be made or notices or orders which may be given by any governmental, semi governmental, municipal, health, licensing, or any other authority having jurisdiction or authority in respect of the Premises or the user thereof, and will keep the Landlord indemnified in respect of all such matters provided always that the Tenant shall be under no liability in respect of any structural alteration the requirement for which was not caused or contributed to by the Tenant's particular use or occupation of the premises (including the number or sex of the Tenant's employees, the nature of the Tenant's business, or use of the Premises or any other fact or circumstance arising out of the use or occupation of the Premises by the Tenant).

7.12 Notices

Any notice or other document or writing served or given by the Landlord hereunder shall be valid and effectual if signed by any managing agent, manager of properties or secretary or attorney(s) or solicitors for the time being of the Landlord or any other person or persons nominated from time to time by the Landlord.

Any notice required to be served or which the Landlord may elect to serve on the Tenant shall be sufficiently served if:-

- (a) served personally or have left addressed to the Tenant on the Premises; or
- (b) sent to the Tenant by facsimile machine with the Tenant's facsimile number as advised from time to time by the Tenant; or
- (c) forwarded by prepaid security post to the last known place of business or abode of the Tenant or the properties department of the Tenant at the address as advised to the Landlord by the Tenant in writing from time to time; or
- (d) Any notice required to be served on the Landlord hereunder shall be sufficiently served if:-
 - (i) served personally; or

- (ii) by forwarding the same by prepaid security post addressed to the Landlord at the address of the Landlord herein set forth; or by facsimile machine to the Landlord's facsimile machine at the Landlord's office herein set forth.
- (e) Any notice sent by post shall be deemed to be served at the time when it would be delivered in the ordinary course of post and any notice sent by facsimile machine shall be deemed to have been served at the time and on the day that the whole of the said notice or communication has been transmitted from the sending facsimile machine and the answer back of the receiving machine has been received by the sending machine.

8. ACCESS BY LANDLORD

8.1 Landlord's Right to Inspect

When and so often as the Landlord shall require upon reasonable notice to the Tenant (except in cases where the Landlord forms the opinion that there is an emergency when no notice shall be required) the Landlord may enter the Premises and view the state of repair and condition thereof, and make such reasonable investigations as the Landlord may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the covenants and conditions herein expressed or implied. The Landlord may serve upon the Tenant a notice in writing of any defect requiring the Tenant to repair or rectify the same in accordance with any covenant herein contained.

8.2 Access to Premises for maintenance of pipes

The Tenant shall allow the Landlord to enter the Premises at any time to examine maintain repair, install, remove, modify or replace all or any of the pipes installed in or passing through or adjacent to the Premises, provided that in and about such work the Landlord shall cause no more interference with the Tenant's use and occupation of the Premises than is in the opinion of the Landlord reasonably necessary. The Landlord shall remove from the Premises all rubbish resulting from such work and shall leave those parts of the Premises used therein in a clean state and condition.

8.3 Right to alter

The Landlord shall have the right for himself, his architects and surveyors or his agents or other authorised servants or workmen to carry out any works or make any repairs reinstatement or additions or other work which the Landlord may consider necessary or desirable to any part of the Building or any buildings adjacent thereto from time to time provided that in carrying out such repairs reinstatement or additions, the Landlord shall use its best endeavours to not interfere with the quiet enjoyment of the Tenant.

8.4 Inspection by prospective Purchaser or Tenant

The Tenant shall at all reasonable times and upon reasonable notice permit the Landlord to show the Premises to prospective purchasers of the Building, and the Tenant shall at all reasonable times during the last six (6) months of the Term (if the Tenant shall not have duly given notice under Clause 2.3, if applicable, and otherwise complied with the provisions of that Clause) and upon reasonable notice permit the Landlord to show the Premises to prospective tenants provided that the Landlord shall use all its best endeavours to minimise inconvenience to the Tenant.

9. REPAIR AND MAINTENANCE

9.1 Alteration to Premises

Subject to the Tenant's rights expressed in Clause 9.4(a), the Tenant shall not without the previous consent in writing of the Landlord (which shall not be unreasonably withheld) make alterations or additions in or to the Premises or the Building. The Landlord hereby acknowledges that the Tenant's fitting out works have been carried out in a satisfactory manner and do not require further consent under this clause. The Tenant shall not without like consent use any explosive power driven method of fixing articles to any part of the Premises or the Building.

9.2 Repairs of Premises

- (a) The Tenant shall during the whole of the Term and otherwise so long as the Tenant may remain in possession or occupation when where and so often as need be maintain replace repair and keep the whole of the Premises in good and substantial repair order and condition fair wear and tear excluded and damage by explosion, earthquake, aircraft or other aerial device, riot, civil commotion, fire, flood, lightning, storm, tempest, Act of God and war damage only excepted provided that any such event shall not be excepted if any insurance money otherwise payable in relation to such event are irrecoverable through the act, neglect, default, omission, or misconduct of the Tenant.
- (b) This Clause shall not impose on the Tenant any obligation in respect of any structural maintenance replacement or repair except where the same is rendered necessary by any act neglect default omission or misconduct on the part of the Tenant or by any alteration, addition, installation or other work effected by or on behalf of the Tenant to or in the Premises. The Tenant shall not be under any obligation in respect of any structural maintenance, replacement or repair where the need for such works is caused or contributed to by the Landlord's negligence.
- (c) The Tenant acknowledges that the Premises are in good and substantial repair order and condition at the date of commencement of the Term.
- (d) The Tenant shall without affecting the generality of Clauses 9.2(a) and 16.6 at the Tenant's expense:-

(i) Re-painting

As often as may in the reasonable opinion of the Landlord be necessary and in any case during the last three (3) months of the Term (unless the Tenant has exercised the option in Clause 2.4 for a further term) paint or otherwise appropriately treat in a proper workmanlike manner and with materials and to standards reasonably determined by the Landlord such parts of the Premises which may be painted or otherwise so treated, the tints colours and patterns of all such works to be reasonably approved by the Landlord; and

(ii) Tenant's Equipment:

Keep and maintain clean and in good order, repair and condition all fittings, plant, furnishings and equipment of the Tenant in or upon the Premises; and

(iii) Amenities in Premises:

Keep and maintain in good order condition and repair and use only for their designated purpose all amenities in the Premises including all toilets sinks drainage and other plumbing facilities.

9.3 Cleaning

The Tenant shall keep the Premises clean including the interior of windows thereof and all sewerage connections and drains and shall take all necessary sanitary precautions. All cleaning of the Premises must be carried out by the contractor designated solely by the Tenant.

9.4 Tenant's Partitioning

- (a) The Tenant shall not install or use partitions within the Premises without the prior written consent of the Landlord and the Tenant covenants not to make any additions or alterations to such partitions except with the prior approval in writing of the Landlord (all approvals referred to in this Clause 9.4(a) not to be unreasonably withheld).
- (b) The Tenant shall pay and bear the cost of partitions within the Premises and the cost of installing such partitions including all doors, vents, glass and other items included in or incidental to the same and cost of all alterations to relocations of and additional lights, power outlets, switches, telephone outlets, air conditioning plant, plumbing and sprinkler and fire alarm installations which may be required or recommended by law or by any authority or by the Landlord's insurer as a result of such partitions or by reason of the position of any such partitions or the particular requirements of the Tenant together with all architects' and other consultants' fees incurred in connection with the same.
- (c) All work of and incidental to the alterations and additions to lights, power outlets, switches, air-conditioning plant, plumbing and sprinkler and fire alarm installations referred to in Clause 9.4(b) shall be carried out by the

Landlord (or its contractor) and the entire cost to the Landlord of such work shall be paid by the Tenant upon demand in writing provided always that the Landlord may require the Tenant to deposit with the Landlord the cost thereof estimated by the Landlord before any such works are commenced.

- (d) The Tenant shall not lease or hire such partitions without the prior consent of the Landlord in writing to such agreement which consent shall not be unreasonably withheld if the Tenant's credit provider is a recognised financial institution and agrees to sign the Landlord's usual documentation in respect of leased, hired or mortgaged fixtures.
- (e) Such partitions (subject to the terms of any consent given by the Landlord pursuant to Clause 9.4(d) and the provisions of Clause 16.5) shall be and remain the property of the Tenant who shall be responsible for all maintenance and insurance thereof.

9.5 Electrical Equipment - No Overloading

The Tenant shall not without the prior written consent of the Landlord install or connect any electrical equipment on the Premises that overloads or may overload the cables switchboards or sub-boards through which electricity is conveyed to the Premises. If the Landlord grants such consent any alterations which may be necessary to comply with the requirements of the Landlord's insurers and of any statutes regulations ordinances or by-laws relating thereto shall be effected by the Landlord at the expense of the Tenant and the entire cost to the Landlord of such alterations shall be paid by the Tenant upon demand in writing provided always that the Landlord may require the Tenant to deposit with the Landlord the cost thereof estimated by the Landlord before any such alterations are commenced and that the Tenant shall not operate any such equipment until all the alterations have been completed to the satisfaction of the Landlord and all relevant authorities.

9.6 Replacement of Light Bulbs, Tubes and Fittings

The Tenant shall at its own expense promptly replace all broken, faulty or blown light bulbs, tubes and associated fittings from time to time recessed into the ceiling above or installed in any part of the Premises with new bulbs, tubes and fittings of the same or similar kind or (in the case of faulty fittings) cause the same to be repaired if the same can be effectively and inconspicuously repaired, and the Tenant will cause all such replacements and repairs as aforesaid to be effected by duly qualified persons.

9.7 Broken Glass

The Tenant shall at its own expense from time to time immediately repair and replace all broken glass with glass of the same or similar quality.

9.8 Signs

- (a) The Tenant shall not write, paint, display or affix any sign, advertisement, name, flagpole, flag or notice on any part of the outside or inside of the Premises except with the prior written consent of the Landlord, and then

only of such colour, size and style and in such place or places as shall be first approved by the Landlord.

- (b) At the expiration of this Lease or, in the event of the sooner determination of this Lease, at or within seven (7) days immediately following such sooner determination, the Tenant shall at its sole cost remove all lettering, signs and other distinctive marks from the Premises and any other part of the building and shall make good any damage caused by such removal.

Provided that any change proposed by the Tenant to any signs previously consented to by the Landlord shall not require further consent by the Landlord unless the size or location of such sign is to be changed.

9.9 Tenant to Maintain

The Tenant must keep fully operational and pay all costs of maintenance for all light bulbs in the Premises, the air conditioner, the kitchenette and the fixed floor coverings.

10. INSURANCE

10.1 Tenant to Effect Insurance Policies

The Tenant at all times during the continuance of this Lease shall effect and keep current with an insurance office or company approved by the Landlord (such approval not to be unreasonably withheld) insurance policies:

- (a) Of public liability insurance in the Tenant's name and noting the Landlord's interest in an amount (being not less than the amount set out in Item 9 of the Particulars or such reasonable higher amount as may be notified in writing by the Landlord to the Tenant from time to time) in respect of any single claim.
- (b) Insuring the Tenant's stock to its full value and the fixtures, fittings and chattels of the Tenant its servants, agents, licensees or invitees for full replacement value against damage by fire, flood, explosion, riots, strikes, malicious damage, aircraft, spacecraft, articles dropped therefrom, earthquake and water damage.
- (c) Against breakage from any cause whatsoever and against such other risks as the Landlord may from time to time reasonably require all plate glass forming part of the Premises.
- (d) Against any liability loss claim or proceeding whatsoever arising by virtue of any statute relating to worker's compensation or at common law in respect of any person employed by the Tenant in or about the Premises.

- (e) The Tenant shall when so requested by the Landlord deliver to the Manager (or as the Landlord may otherwise from time to time in writing direct) a duplicate copy of every such policy immediately each such insurance policy is effected, copies of the receipts issued for the payment of each premium thereon within seven (7) days of the same being paid, and certificates of currency as and when required by the Landlord.
- (f) The insurance policy referred to in clause 10.1(a) shall bear endorsement to include the risks and indemnities referred to in Clauses 14.1 and 14.2.
- (g) Without prejudice to any other rights, powers and remedies of the Landlord in respect of any other breach or default under this Lease, if the Tenant fails to effect and keep current any such insurance policy the Tenant shall be in default and the Landlord may, without prejudice to any other right, action or remedy, forthwith re-enter the Premises and terminate this Lease.

10.2 Tenant not to Void Insurance

The Tenant shall not directly or indirectly cause to be increased the rate of any premium in respect of insurance on or relating to the Premises, the Building, or on any property therein, or vitiate or render void or voidable any insurance in respect thereof, or (without prejudice to the generality of the foregoing) which may conflict with the laws or regulations relating to fire or any insurance policy in respect of the Premises, the Building, or any property therein or the regulations or ordinances or requirements of any authority or the provisions of any statute for the time being in force.

10.3 Increase in Risk - Extra Premiums

If the Landlord approves in writing any proposal of the Tenant to increase an insurable risk, the Tenant as and when required by notice in writing from the Landlord shall pay to the Landlord (or as it shall in writing direct) all extra premiums of insurance on the Premises, the Building and on any property therein (if any be required) on account of the extra risk caused by the relevant thing, act or matter brought or done to or upon the Premises by the Tenant.

10.4 No Inflammable Substances

Without prejudice to the generality of Clause 10.2 the Tenant shall not without first obtaining the consent in writing of the Landlord store chemicals, acetylene, industrial alcohol or any solid, liquid or gas of an inflammable, volatile or explosive nature and will not use the same or any of them in the Premises for any purpose except where storage or use of the same is necessary in the ordinary course of the Permitted Use and then only where such storage does not exceed reasonable quantities and the Tenant has first obtained the consent of any relevant authority to such storage.

10.5 Compliance with Fire Regulations

- (a) The Tenant will comply with all insurance, sprinkler and fire alarm regulations in respect of or arising from any partitions, fittings, plant and

other articles or equipment which may be installed from time to time by or on behalf of the Tenant in or in respect of the Premises and shall comply with any reasonable request in writing made by the Landlord in respect of such compliance.

- (b) The Tenant will forthwith pay to the Landlord the cost of any alteration to the sprinkler or fire alarm installations which may, in the reasonable opinion of the Landlord, become necessary by reason of the non-compliance by the Tenant with then current recommendations of the Insurance Council of Australia (or should such Council have been renamed or replaced or ceased to exist, or the powers or functions thereof are transferred to another body, such body or association as then in the opinion of the Landlord serves substantially the same objects as such Council) or the requirements of the insurer of the partitions or the equipment.
- (c) The Tenant will not be responsible for any structural works or capital expenditure in relation to this clause 10.5.

11. COMMON AREAS

11.1 Tenant's Use of Common Areas

- (a) The Tenant shall have the right to use the Common Areas in common with other persons entitled by the Landlord to use the same subject to any restrictions contained in this Lease.
- (b) The Tenant shall not use the Common Areas or any other part of the Building (other than the Premises) for any business or commercial purpose or for the display or advertisement of any goods or services nor generally for any purpose other than a purpose for which the same was, in the opinion of the Landlord, constructed or provided.
- (c) The Landlord for itself and for persons claiming through or authorised by the Landlord reserves the right to install, maintain, use, repair, alter and replace air conditioning plant, sprinkler and fire alarm installations, pipes, ducts, conduits and wires leading through or adjoining the Premises and to pass and run air, water, electricity, sewerage, drainage, gas and other services through such pipes, ducts, conduits and wires. In exercising such right the Landlord shall cause no more interference with the Tenant's use and occupation of the Premises than is in the opinion of the Landlord, reasonably necessary. The Landlord shall remove from the Premises all rubbish resulting from the exercise of such right and shall leave those parts of the Premises used therein in a clean state and condition.

11.2 Tenant not to Interfere with Services etc

The Tenant shall at all times comply with and observe the requirements of the Landlord in relation to all services in and amenities of the Building and will not do anything in relation to the same or otherwise which might interfere with or impair the efficient operation of such services or amenities.

11.3 Damage to Common Areas

- (a) The Landlord may from time to time make good at the cost of the Tenant any breakage, defect or damage to the Common Areas or to any adjoining premises or any facility or appurtenance thereof occasioned by want of care, misuse or abuse on the part of the Tenant or otherwise occasioned by any breach or default of the Tenant hereunder or under any of the Rules or Regulations.
- (b) The Tenant shall pay to the Landlord within seven (7) days of service on the Tenant of notice in writing the cost of such making good.

11.4 No Littering etc. of Common Areas

The Tenant shall not litter any of the Common Areas or otherwise cause the same to be put or left in an unclean or untidy condition.

11.5 Use of Appurtenances

The Tenant shall not use or permit persons under its control to use the appurtenances contained in or about the Premises or in or about the Common Areas for any purpose other than those for which the same were constructed and shall not place or permit any person under its control to place in the toilets, urinals, drains, basins or sinks any substances for which they were not designed to receive. The Tenant shall pay to the Landlord any reasonable costs of making good damages to such appurtenances from any such misuse caused by the Tenant or the Tenant's employees and agents.

12. GENERAL

12.1 Partnership, Agency and Joint-Venture Negatived

Nothing contained in this Lease shall be deemed or construed by the parties nor by any third party as creating the relationship of a partnership or of principal and agent or of joint venture between the parties, it being understood and agreed that neither the method of computation of Base Rent or other amounts payable pursuant to this Lease nor any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant and/or Guarantor as the case may be upon the terms and conditions only as provided in this Lease.

12.2 Tenant's Obligations at Own Risk and Expense

The doing of any act, matter or thing which the Tenant is obliged, required or permitted to do hereunder, and the Tenant's occupation, use and maintenance of the Premises shall be at the sole risk and expense of the Tenant unless this Lease otherwise expressly provides.

12.3 Securing of the Premises

The Tenant shall cause all exterior doors and windows in the Premises to be securely locked and fastened at all times when the Premises are not occupied and authorises

the Landlord or any agent or employee of the Landlord to enter the Premises whenever necessary for the purpose of locking any such door or window left unlocked or unfastened. For the removal of doubt the Tenant acknowledges that the Landlord is not responsible nor shall it be liable in any manner whatsoever (including negligence on the part of the Landlord, its servants or agents) for security of or within the Premises or in respect of any unauthorised entry to or misdemeanour within the Premises.

12.4 Consent of Landlord

In any case where pursuant to this Lease or to any of the Rules and Regulations the doing or executing of any act matter or thing by the Tenant is dependant upon the consent or approval of the Landlord such consent or approval shall not be unreasonably withheld unless otherwise herein expressly provided.

12.5 Cost of Lease etc

- (a) The Tenant will pay the Landlord's legal costs incurred in the preparation and negotiation of this Lease and all disbursements incidental to the registration of this Lease and the counterparts thereof together with the costs of obtaining the consent of any mortgagee and any production fees involved therein and including the Landlord's costs if any incidental to granting consent to any variation, subletting, assignment or transfer of this Lease or any application therefore.
- (b) The Tenant shall upon demand by the Landlord pay all costs charges and expenses including all legal fees and disbursements (as between solicitor and client) incurred by the Landlord in consequence of any default by the Tenant in the performance or observance of any covenants, conditions, agreements or provisions herein contained and to be performed or observed by the Tenant or under or in the exercise or enforcement or attempted exercise or enforcement of any power or authority herein contained.

12.6 Waiver Negatived

- (a) The Landlord's failure to exercise any power or right as a result of any default or breach of covenant on the part of the Tenant shall not be or be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this Lease be construed to waive or to lessen the right of the Landlord to insist upon the performance by the Tenant of any term, covenant or condition hereof, or to exercise any rights given to the Landlord on account of any such default.
- (b) A waiver by the Landlord of a particular breach or default shall not be deemed to be a waiver of another breach of the same type or of any other subsequent breach or default.
- (c) Demand or acceptance by the Landlord of Base Rent or any monthly instalment thereof or other amounts payable pursuant to this Lease after default by the Tenant shall be without prejudice to the exercise by the Landlord of the powers conferred upon it by Clause 17.1 or any other right

power privilege or remedy of the Landlord under this Lease and shall not operate as an election by the Landlord either to exercise or not to exercise any of such rights powers privileges or remedies.

12.7 Moratorium not to apply

Unless application is mandatory by law any statute ordinance proclamation order regulation or moratorium present or future shall not apply to this Lease so as to abrogate extinguish impair diminish fetter delay or otherwise prejudicially affect any rights powers privileges remedies or discretions given or accruing to the Landlord.

12.8 Air-conditioning and Fire Alarm Equipment

Where any air-conditioning plant or fire alarm equipment is installed in or about the Premises being the property of the Landlord, the Tenant shall not in anyway interfere with such plant or equipment and shall not in any manner whatsoever obstruct or hinder access thereto.

12.9 Failure of Services

Except in the case of negligence on its part, the Landlord will not be responsible for nor liable for any loss, injury or damage sustained at any time by the Tenant or any other person claiming through or under the Tenant as a result of or arising in any way out of the malfunctioning or failure from any cause known or unknown of the electricity or water supply or of any other service or facility provided by the Landlord or enjoyed by the Tenant in conjunction with the Premises or of any equipment therein (including without limiting the generality hereof electrical power surges). Notwithstanding the other provisions of this Clause, the Landlord shall use its best endeavours to obtain the prompt restoration of services following any such failure.

12.10 By Laws and Rules

- (a) The Tenant must comply with the By Laws of the Owners Corporation and any Rules and Regulations made by the Owners Corporation of the Building,
- (b) Changes to By Laws and Rules and Regulations shall bind the Tenant when notice thereof shall have been given to the Tenant in writing by the Landlord or the Manager; and
- (c) If there shall be any inconsistency between the provisions of this Lease and the provisions of the Rules and Regulations the provisions of this Lease shall prevail.

12.11 Notice of Damage or Statutory Notices

Should any damage of which the Tenant is aware occur to the Premises or should the Tenant receive any notice from any statutory, public or municipal authority with respect to the Premises then he shall forthwith give notice thereof in writing to the Landlord.

12.12 Fire or Emergency Drills

The Tenant shall at all times observe and comply with, and shall cause to be observed and complied with by its agents, employees, invitees and all persons claiming through or under the Tenant, all drills of which not less than 48 hours notice in writing has been given to the Tenant by the Manager or the Landlord in respect of fire or emergency whether or not such drills involve the evacuation of the Premises. The Tenant shall not have any right or claim against the Landlord for any loss or injury or damages for loss of profits arising out of or in connection with any such drill, except to the extent such loss or injury or damage is caused or contributed to by the Landlord's negligence, act or default.

12.13 Evacuation - Bomb Threat or Fire

If the Landlord or the Manager receives or is informed of a bomb threat or if there is a fire in any part of the Building the Landlord or the Manager may request the Tenant to forthwith vacate the Premises or the Building and the Tenant shall comply with such request. The Tenant shall not re-enter the Premises or the Building (as the case may require) until authorised in that regard by the police or the fire brigade or following consultation with the Manager.

12.14 Easements and Rights of Support

- (a) The Landlord shall be entitled for the purpose of public or private access to and egress from the Building or support of any structure hereafter erected on the Land or on adjoining lands or of services including water, drainage, gas and electricity supply and satellite, telephonic and electronic communications or services to grant rights of support or enter into any arrangement or agreement with any of the owners, tenants or occupiers or others interested in any land adjacent or near to the Land and the Building or with any public authority as the Landlord reasonably thinks fit; and
- (b) The Landlord may for such purposes as referred to in Clause 12.14(a) dedicate land or transfer grant or create any easement privilege or other right in favour of such parties or in favour of any such adjoining or neighbouring land or any public authority over or affecting the Premises or the Building and the Lease shall be deemed to be subject to any such agreement arrangement right easement or privilege.
- (c) Notwithstanding the reservations contained in Clauses 12.14(a) and 12.14(b), in the rights conferred by this Lease on the Tenant, the Landlord shall not without the Tenant's written consent dedicate the Land or transfer, grant or create any easement privilege or other right over or affecting the Premises to any other person which shall permanently derogate from the enjoyment of rights in respect of the Premises conferred on the Tenant by this lease.

12.15 Additional Buildings and Works

The Landlord reserves the right at any time to construct or permit the construction of any buildings or works in any part or parts of the Building (including the Common

Areas) other than the Premises and whether of a permanent or temporary nature and to add to or permit to be added to whether by the construction of additional storeys or in any other manner) and to vary or alter or permit to be varied or altered any buildings, erections improvements or works in the Building other than the Premises but including the Building at any time and from time to time as the Landlord sees fit and to acquire or dispose of any land or any estate or interest therein by transfer lease or otherwise. Provided that in the carrying out of any such work under this clause the Landlord shall use its best endeavours to ensure that it causes as little inconvenience as possible to the Tenant and the Tenant's business and shall provide, where necessary, any re-directional signs so as to ensure the Tenant's business is not unduly affected.

12.16 Manager

The Landlord may from time to time appoint a Manager of the Building to represent the Landlord in all matters relating to this Lease except in so far as the Landlord shall otherwise in writing direct and provided always that any communication from the Landlord to the Tenant shall to the extent of any inconsistency supersede any communication from the Manager.

13. LANDLORD'S GENERAL RIGHTS AND DUTIES

13.1 Landlord's Right to Remedy Defaults

On each and every occasion on which the Tenant omits or neglects to pay any money or to do or effect anything which the Tenant has in this Lease covenanted to pay, do or effect (and the Tenant has not corrected such omission or neglect or breach within fourteen (14) days of receipt of written notice thereof from the Landlord) then it shall be lawful for but not obligatory upon the Landlord (and without prejudice to any rights, powers and remedies arising from such default) to pay such money or to do or effect such thing by itself, its agents, architects, consultants, contractors, employees and workman as if it were the Tenant. For that purpose the Landlord its agents, architects, consultants, contractors, employees and workmen may enter upon the Premises and there remain for the purpose of doing or effecting any such thing and the Landlord may forthwith recover from the Tenant the amount of such payment and the costs incurred in doing or effecting such thing together with all expenses incidental hereto provided that such costs and expenses are to be reasonable.

13.2 Landlord may Carry out Works or Repair or Comply with Requirements of Authorities

The Landlord shall have the right for itself and all those authorised by it upon reasonable notice (except in cases where the Landlord forms the opinion that there is an emergency when no notice shall be required):

- (a) to enter upon the Premises with all necessary materials to carry out any works, or make any repairs, alterations or additions to the Premises and to use the same for effecting or carrying out any repairs, alterations or

additions or other work which the Landlord may consider necessary or desirable to any part of the Building or any buildings adjacent thereto from time to time; and

- (b) to enter upon the Premises with all necessary materials for the purpose of complying with any request, requirement, notification or order of any authority having jurisdiction or authority over or in respect of the Premises for which the Tenant is not liable under the Tenant's covenants contained in this Lease or for carrying out such repairs renovations maintenance modifications extensions or alterations to the Premises or the Building as are deemed necessary or desirable by the Landlord to so comply.

13.3 Default by Tenant in Repairing

Without limiting the generality of Clause 13.1 in default of the Tenant repairing or rectifying any defect for which it is responsible or failing to maintain the Premises according to reasonable notice issued by the Landlord, the Landlord by itself and those authorised by it may enter the Premises and execute at all times all or any of the required repairs, replacements or rectifications as the Landlord shall deem necessary. Without prejudice to and in addition to the Landlord's other remedies the Landlord may recover from the Tenant the cost of such repairs, replacements or rectifications as the Tenant ought to have effected, including all sums paid on account of any insurance, indemnities or compensation under workers compensation legislation or otherwise with respect thereto.

13.4 Landlord to Pay Rates and Taxes

The Landlord will pay or cause to be paid all taxes rates charges and assessments (except such as are payable by the Tenant pursuant to this Lease or by any other tenant or occupier of the Building) whether statutory, municipal or semi-governmental or otherwise which at any time during the continuance of this Lease are properly charged upon the Building or the Land or upon the Landlord on account thereof including all taxes for local improvements or works assessed upon the Building.

13.5 Landlord to Insure

The Landlord shall insure and keep insured the Building in its full insurable reinstatement value against riot, civil commotion, fire, flood, lightning, storm and tempest and other usual perils against which a Landlord may reasonably require to insure and shall produce proof to the Tenant upon being requested so to do that all premiums on such policy have been paid and that the policy is current.

13.6 Landlord to Maintain

The Landlord shall use its best endeavours to keep and maintain the Building clean and in good order and repair and shall maintain and repair the exterior and structure of the premises and the exterior water, sewerage, gas and electricity services to the termination point in the premises but nothing in this clause shall require the Landlord to maintain or repair where the Tenant or any other tenant of the building is obliged to do so in terms of their respective leases.

13.7 Services to be provided by Landlord

The Landlord shall use its reasonable endeavours to ensure that the Owners Corporation ensures that the Services (including the provision of any perimeter access control systems) are operational and functional during such times as are contained in the Rules and Regulations but should any of such services (including any perimeter access control systems) be inoperative, ineffective or fail to function for any reason whatsoever other than negligence on the part of the Landlord, its servants or agents the Tenant shall not be entitled to terminate this Lease by that reason alone nor shall the Tenant have any right of action, claim for compensation damages or claim for abatement of rent against the Landlord in that respect.

14. RELEASE AND INDEMNITIES

14.1 Release of Landlord

- (a) The Tenant agrees to occupy and use and keep the Premises at the risk of the Tenant and hereby releases to the full extent permitted by law the Landlord, the Manager and their respective agents, employees and contractors from all claims and demands of every kind and from all liability which may arise in respect of any accident or damage to property or death of or injury to any person of whatsoever nature or kind in the Premises other than as may be caused by the negligence of the Landlord, the Manager and their respective agents, employees and contractors.
- (b) The Tenant acknowledges that all property or effects which may be in the Premises during the continuance of this Lease shall be at the sole risk of the Tenant and the Landlord shall not be liable for any injury damage or loss of the Tenant or the Tenant's employees and agents suffered by reason of any fault in construction of the Building or the Premises or any part thereof or the Landlord's fixtures and fittings or apparatus therein or by reason of the state of repair thereof or arising from the flow, leakage or condensation from the water supply or from any sprinkler system or device or apparatus from the roof, walls, gutter, downpipes or other parts of the Building or arising from the condition of or from any defect in the gas, electricity or water supply or air-conditioning or connections, fittings or appliances used in connection therewith or from flooding of any part of the Building or howsoever otherwise the same may be caused or arise except as a result of the negligence of the Landlord or of any servant or agent of the Landlord.

14.2 Indemnities by Tenant

- (a) Without prejudice to the generality of Clause 14.1 to the extent that money paid to the Landlord out of insurances effected by the Tenant do not fully indemnify the Landlord and except where caused by the negligence of the Landlord its contractors or employees, the Tenant will and does hereby indemnify the Landlord its contractors and employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Landlord or for which the Landlord or its contractors or employees may

become liable in respect of any damage to property or death of or injury to any person which may be suffered or sustained in the Premises whether in the occupation of the Landlord or of the Tenant or of any other person.

- (b) Without limiting the generality of Clauses 14.1 and 14.2 the Tenant will and does hereby indemnify the Landlord from and against all actions, claims demands, losses, damages, costs and expenses for which the Landlord may become liable in respect of or arising from:-
- (i) the negligent or careless use, misuse, waste or abuse by the Tenant or any contractor, sub-contractor, licensee, invitee, client, customer or visitor of the Tenant claiming through or under the Tenant of the water, gas, electricity, lighting or other services and facilities of the Premises or arising from any faulty fitting, fixture, furnishing or other plant or equipment of the Tenant;
 - (ii) overflow or leakage of water (including rain water) in or from the Premises and having origin within the Premises or caused or contributed to by any act or omission on the part of the Tenant or other persons as aforesaid;
 - (iii) loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Premises by the Tenant or other persons as aforesaid; and
 - (iv) loss, damage or injury from any cause whatsoever to the Premises or to any property or person within or without the Premises occasioned or contributed to by any act, omission, neglect, breach or default of the Tenant or other persons as aforesaid.

15. ASSIGNMENT ETC

15.1 Mortgage, Assignment, Subletting etc

The Tenant shall not during the continuance of this Lease mortgage or charge or otherwise encumber this Lease or the interest or any part thereof of the Tenant in this Lease or in the Premises provided however that in the case of the Tenant being a corporation the Tenant may grant a floating charge over the whole of its undertaking or assets. The Tenant will not during the continuance of this Lease assign, transfer, demise, sublet, part with or share the possession of, or grant any licence affecting or otherwise deal with or dispose of the Premises or any part thereof or by any act or deed procure any of the foregoing unless:-

- (a) the Tenant gives to the Landlord not less than one (1) month's previous notice in writing of the Tenant's desire to deal with the Premises in the manner aforesaid;
- (b) the Tenant is not at the time of giving the notice referred to in Clause 15.1.(a) hereof or thereafter prior to the completion of the dealing in default in the observance and performance of the covenants and agreements

on the Tenant's part herein expressed or implied of which the Tenant has been given notice of default and failed to rectify such default;

- (c) the Tenant proposes to assign, transfer, sublease, or grant a licence in:-
- (i) an assignee, transferee, subtenant, or licensee who is a suitable, respectable, responsible and solvent person financially substantial and other wise capable of performing the obligations of the Tenant under this Lease and of adequately carrying on the business or use permitted under this Lease to be carried on in the Premises or such other business or use as may be approved in writing by the Landlord (the onus of proving all of which to the satisfaction of the Landlord shall be upon the Tenant);
 - (ii) an assignee or transferee (in the case of an assignment or transfer) who enters into a deed with the Landlord in the form required by the Landlord containing (amongst other things) a covenant that he will duly perform and keep the covenants and agreements on the Tenant's part contained in this Lease whether or not the same run with the Land; and
 - (iii) an assignee or transferee (in the case of an assignment or transfer) who furnishes to the Landlord such further covenants, indemnities and guarantees in respect of the performance of obligations of the Tenant under this Lease as the Landlord shall reasonably require;
 - (iv) a subtenant or licensee (in the case of a sublease or licence) who enters into a deed with the Landlord in the form required by the Landlord containing (among other things) a covenant that the consent of the Landlord to the sublease or licence shall be without prejudice to the rights of the Landlord under this Lease.
- (d) the Tenant pays to the Landlord its costs and disbursements (including legal costs, stamp duty and any registration fees) of and incidental to the matters referred to in this Clause 15.1.

and the Landlord will then provide its written consent and execute appropriate deeds within fourteen (14) days of the Tenant complying with the conditions of 15.1(a) to 15.1(d) inclusive. Provided that nothing herein shall prevent the Tenant from subletting or granting a licence to any subsidiary or related company of the Tenant.

15.2 Sale of Shares - Default unless Landlord's Requirements Met

If the Tenant is a company other than a company the shares in which are listed on a member exchange of the Australian Associated Stock Exchanges, (or in the opinion of the Landlord its successor), or a foreign company the securities of which are quoted for trading on a stock exchange or in a market for the public trading in securities, the Tenant shall be in default under this Lease if any person or persons (for the purpose of this Clause called "the Transferor") who or who between them beneficially hold or control at the date of the commencement of the Term (or if this Lease has been assigned or transferred to the Tenant then as at the date of such

assignment or transfer) more than 50% of the voting, income or capital participation rights in the Tenant (for the purposes of this Clause "the Prescribed Rights") shall assign, transfer, grant any option or other rights over or otherwise dispose of the Prescribed Rights to any person or cease to be beneficially entitled thereto unless:-

- (a) the Tenant gives to the Landlord not less than one (1) month's previous notice in writing of a desire to deal with the Prescribed Rights or any part thereof in the manner aforesaid;
- (b) the Tenant is not at the time of giving the notice referred to in Clause 15.2(a) hereof or thereafter in default in the observance and performance of the covenants and agreements on the Tenant's part expressed or implied in this Lease;
- (c) the Transferor proposes to assign, transfer, grant an option or other rights over or otherwise dispose of the Prescribed Rights or any part thereof to an assignee, transferee, or other person who:-
 - (i) is a suitable, respectable, responsible and solvent person financially substantial and otherwise capable of ensuring that the Tenant will remain capable of adequately carrying on the business or use permitted under this Lease to be carried on in the Premises (the onus of proving which to the satisfaction of the Landlord shall be upon the Tenant);
 - (ii) proves to the satisfaction of the Landlord that following the assignment, transfer, grant of option, or other rights or other disposal of the Prescribed Rights as aforesaid the Tenant will and will in the future remain capable of adequately carrying on the business or use permitted under this Lease or such other business or use as may be approved in writing by the Landlord; and
 - (iii) furnishes to the Landlord such covenants, indemnities and guarantees in respect of the performance of the obligations of the Tenant under this Lease as the Landlord shall in its absolute discretion require; and
- (d) the Tenant pays to the Landlord its costs and disbursements (including legal costs and stamp duty) of and incidental to the matters referred to in this Clause 15.2.

16. TERMINATION

16.1 Effect of Resumption, Destruction or Damage

In the event of:

- (a) the Building or the Premises being resumed or being taken for public purposes by any competent authority, or

- (b) the whole or any part of the Building being destroyed or being damaged by fire, flood, lightning, storm, tempest or other disabling cause, so as to render the Premises during the Term inaccessible or substantially unfit for the use and occupation of the Tenant, or so as to deprive the Tenant of use of a substantial part of the Premises or so as (in the event referred to in Clause 16.1(b) only) to render the rebuilding or reconstruction of the Building in its previous form impracticable or undesirable in the opinion of the Landlord then Clause 16.2 shall apply.

16.2 Lease may be Terminated without Compensation; Abatement

- (a) Subject to the provisions of clause 16.2(b) this Lease may be terminated without compensation or other liability attaching to either the Landlord or the Tenant as a consequence of such termination by the Landlord or by the Tenant by notice in writing to the other.
- (b) The Tenant shall only be entitled to terminate this Lease pursuant to clause 16.2(a) in the event referred to in clause 16.1(b) upon the happening of the following:-
 - (i) The Tenant shall give notice in writing to the Landlord requesting the Landlord to rebuild or reinstate the Premises or make the same accessible (hereinafter called "Notice to Rebuild"), and
 - (ii) The Landlord shall within sixty (60) days of receipt of the Notice to Rebuild give the Tenant notice in writing that he does intend to rebuild reinstate or make the Premises accessible (hereinafter called "Notice of Intent") and proceeds with such rebuilding with all due expedition, and
 - (iii) The Landlord fails to commence building, reinstatement or works to make the Premises accessible within four (4) months of the date of the Notice of Intent, and
 - (iv) The Landlord is unable to provide accommodation within the Building which is equivalent in standard and area to the Premises,then the Tenant shall be entitled to terminate.
- (c) Any such termination shall be without prejudice to the rights of the Landlord or the Tenant in respect of any antecedent breach matter or thing.
- (d) Nothing herein contained or implied shall or be deemed to impose any obligation upon the Landlord to rebuild or reinstate the Premises or to make the same accessible or fit for use and occupation of the Tenant.
- (e) Upon the happening of any such damage or destruction as aforesaid the Base Rent and any amounts payable by the Tenant pursuant to Part 5 of this Lease or a proportionate part thereof according to, in the reasonable opinion of the Landlord, the nature and extent of the damage sustained shall abate until the Premises shall have been rebuilt or reinstated or are made

accessible or made fit for the occupation and use of the Tenant or until this Lease shall be terminated pursuant to Clause 16.2(a) as the case may be.

- (f) Any dispute arising under clause 16.2(e) shall be referred for determination by a valuer being a person nominated the request of the Landlord or the Tenant (unless the Landlord and the Tenant agree upon a person prior to such nomination) by the President or other most senior officer for the time being of the New South Wales Division of the Australian Institute of Valuers And Land Administrators as the person who first makes that request selects. The person so nominated or agreed upon shall be a member of the Institute and shall determine the dispute. The costs of any such determination under this clause shall be borne equally by the Landlord and Tenant.

16.3 No Termination where Damage by Tenant

Notwithstanding anything in Clause 16.1(b) expressed or implied the Tenant shall have no such right of termination and the Base Rent and all money payable by the Tenant pursuant to Part 3 or Part 5 or a proportionate part thereof shall not abate if the destruction or damage or other disabling cause was caused (in whole or in part) by the Tenant.

16.4 Removal of Tenant's Property

The Tenant shall immediately prior to or at the expiration of this Lease or, in the event of the sooner determination of this Lease, at or within seven (7) days immediately following such sooner determination, take, remove and carry away from the Premises and the Building all fixtures, fittings, partitions, plant equipment or other articles upon the Premises in the nature of trade or tenant's fixtures or otherwise which are not owned by the Landlord (all such items in Clause 16.4 and Clause 16.5 called the "Tenant's Property") but the Tenant shall in such removal do no damage to the Premises or to the Building or shall forthwith make good to the reasonable satisfaction of the Landlord any damage which the Tenant may occasion thereto and shall remove all rubbish and shall leave the Premises in a clean state and condition and in accordance with Clause 16.6. Notwithstanding the foregoing, the Tenant shall not be required to remove any fixtures, fittings, partitions, plant, equipment or other articles upon the Premises if the same shall have been sold, transferred or disposed of with the prior written approval of the Landlord to a subsequent intended tenant or occupier of the Premises who has entered into an agreement for lease or a lease with the Landlord, or to a recognised financial institution allowing the use of such fixtures, fittings, partitions, plant, equipment or other articles for use by such a tenant or occupier where such financial institution has agreed to sign the Landlord's usual documentation in respect of leased, hired or mortgaged fixtures.

16.5 Tenant's property not Removed

If the Tenant does not remove and carry away the Tenant's Property (or any part thereof) strictly in accordance with the provisions of Clause 16.4, the interest of the Tenant in such Tenant's property not so removed shall forthwith pass to the Landlord to the intent that such Tenant's Property shall be deemed to have become the

property of the Landlord, and the Landlord may leave the same upon the Premises or at the expense of the Tenant remove and dispose of the same. Provided that the Landlord shall give notice to the Tenant in writing as whether it shall require any such property to remain upon the Premises or not.

16.6 Premises to be in Good Condition on Yielding Up

The Tenant will forthwith upon the expiration or sooner determination of this Lease peaceably surrender and yield up to the Landlord the Premises clean and free from rubbish and in good and substantial repair and condition having regard to the age thereof in all respects and as nearly as possible in the same condition fair wear and tear excepted as at the commencement of the Term or in the event of any part thereof having been replaced or renewed during this Lease as nearly as possible in the same condition as at the date of such replacement or renewal having regard to the age thereof and otherwise in accordance with the covenants for maintenance and repair contained in this Lease and on the Tenant's part to be performed or observed.

16.7 Removal of Signs

Upon the expiration (or immediately prior thereto at the request of the Landlord or within a reasonable time from the sooner termination of this Lease) the Tenant shall remove any signs, names, advertisements or notices erected, painted, displayed, affixed or exhibited upon, to or within the Premises or any other part of the Building and forthwith make good any damage or disfigurement caused by reason of such erection, painting, displaying, affixing, exhibiting or removal thereof. If the Tenant does not comply with its obligations under this clause the provisions of Clause 3.3 shall apply in respect of the costs incurred by the Landlord pursuant to its exercise of the powers and rights referred to in this clause.

17. RE-ENTRY

17.1 Default or Breach by Tenant Re-entry

In the event that:

- (a) The Base Rent or any other amounts payable pursuant to this Lease or any part thereof shall be unpaid for a period exceeding fourteen (14) days after any day on which the same ought to have been paid and the Tenant has not paid such money within fourteen (14) days of receipt of written demand therefore from the Landlord, or
- (b) The Tenant commits any breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions of this Lease and the Tenant has not rectified such breach or default within fourteen (14) days of receipt of written notice thereof from the Landlord, or
- (c) The Tenant or any Guarantor being a company:-

- (i) an application or petition for the winding up of the company is made or presented or an order is made or a resolution is effectively passed for the winding up of the company (except for the purpose of reconstruction or amalgamation where the Landlord has consented thereto in writing and the company has complied with and caused to be complied with by any other entity resulting from such reconstruction or amalgamation the reasonable requirements of the Landlord, which consent shall not be unreasonably withheld) and which is not withdrawn or dealt with within thirty (30) days of such application being made, presented or order being made or resolution passed, or
- (ii) goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts within the meaning of the Corporations Law,
- (iii) a receiver or a receiver and manager or an official manager is appointed in respect of the assets and undertaking of the company or any part thereof, or any security holder takes or attempts to take possession of any of the assets and undertaking of the company or any part thereof, or
- (d) judgment is signed or entered against the Tenant or any Guarantor and remains unsatisfied for thirty (30) days or if any execution or other process of court or authority or any distress issued out against or levied upon the premises and is not paid out or satisfied and withdrawn within fourteen (14) days, or
- (e) the Tenant or any Guarantor (either of whom being a natural person) brings his estate within the operation of any law relating to bankrupts other than by becoming a bankrupt, committing an act of bankruptcy or executing a deed of arrangement or deed of assignment under the provisions of Bankruptcy Act 1966; or
- (f) the Tenant (being a natural person) dies or becomes of unsound mind or his estate is liable to be dealt with in any way under the laws relating to mental health, or is unable in the reasonable opinion of the Landlord or any officer of the Landlord to pay his debts from his own money as they fall due,

Then the Landlord may, subject to any mandatory provision of the Conveyancing Act 1919 (as amended) to the contrary or governing the same, at any time thereafter but without prejudice to any claim or other remedy which the Landlord has or may have or could otherwise have against the Tenant or any Guarantor in respect of any breach of the covenants in this Lease on the part of the Tenant to be observed or performed re-enter into and repossess and enjoy the Premises as of its former estate (anything herein contained to the contrary notwithstanding). Upon such re-entry this Lease shall absolutely determine, but without prejudice to any action or other amount payable pursuant to the terms of this Lease or for breach of covenant or for damages as a result of any such event hereinbefore provided.

17.2 Damages Claimable by Landlord

- (a) Where an event described in clause 17.1 occurs and that event is such as to constitute a repudiation of this Lease by the Tenant, and the Landlord subsequently re-enters the Premises without having waived the breach constituted by that event or the Landlord otherwise lawfully terminates this Lease then there shall on such date of repudiation become due and payable by the Tenant as liquidated damages a sum equal to compensate the Landlord for the loss or damage suffered by reason of the repudiation or breach. The Landlord shall be entitled to recover damages against the Tenant in respect of such repudiation or breach of covenant for the damage suffered by the Landlord during the entire Term of this Lease, and such entitlement to recover damages shall not be affected or limited by any of the following:

- (i) if the Tenant shall abandon or vacate the Premises,
- (ii) if the Landlord shall elect to re-enter or to terminate the Lease,
- (iii) if the Landlord shall accept the Tenant's repudiation,
- (iv) if either party's conduct shall constitute a surrender by operation of law.

The Landlord shall be entitled to institute legal proceedings claiming damages against the Tenant in respect of the entire Term, including the periods before and after the Tenant has vacated the Premises and before and after the abandonment, termination, repudiation or surrender by operation of law, whether or not the proceedings are instituted either before or after such conduct.

- (b) Where:

- (i) (A) The Tenant on at least five (5) occasions in any one twelve (12) month period commits a default in payment of any money payable under this Lease (other than a default constituted by the continuation of a continuing default);
(B) The Landlord subsequently serves upon the Tenant a notice setting out the provisions of this clause and stating that the Landlord reserves its rights in relation to it; and
(C) The Tenant defaults in payment of any money payable under this Lease on at least two (2) subsequent occasions; or
- (ii) (A) The Tenant defaults in payment of any money payable under this Lease;
(B) Such default continues to the extent of at least the amount of one (1) payment for six (6) weeks;

- (C) The Landlord subsequently serves a notice on the Tenant setting out the provisions of this clause and stating that the Landlord reserves its rights in relation to it; and
 - (D) The Tenant fails for a period of two (2) weeks thereafter to remedy the default; or
 - (iii) The Tenant being a company, without the written consent of the Landlord, an order is made or a resolution is passed for its winding up or placing it under official management; or
 - (iv) A receiver or receiver and manager of the Tenant's assets or income or any part thereof is appointed;
- then such event shall constitute repudiation of this Lease for the purpose of Clause 17.2(a).
- (c) The meaning of "repudiation" in Clause 17.2(a) shall not be read down or in any way limited by reference to the events in Clause 17.2(b) which constitute repudiation or any of them.

17.3 Entry by Landlord not to Constitute Forfeiture

If the Tenant vacates or abandons the Premises during the continuance of this Lease (whether or not the Tenant ceases to pay the Base Rent and other amounts payable pursuant to this Lease) then in the absence of a written notice by the Landlord accepting the surrender of the Tenant's interest hereunder or a formal notice of forfeiture or re-entry being served on the Tenant by the Landlord, neither acceptance of the keys nor entry into the Premises by the Landlord or by any person on the Landlord's behalf for the purpose of inspection or for the purpose of showing the premises to prospective tenants or licensees nor the advertising of the Premises for letting shall constitute a re-entry or forfeiture or waiver of the Landlord's rights to recover in full all Base Rent and other amounts from time to time payable by the Tenant pursuant to this Lease. This Lease shall be deemed to continue in full force and effect until the date from which a new tenant or licensee actually commences to occupy the Premises or the date of expiration of this Lease whichever shall first occur and any entry by the Landlord until such date shall be deemed an entry by the leave and licence of the Tenant. Upon the date of a new tenant or licensee commencing to occupy the Premises as aforesaid, the Landlord shall be deemed to have re-entered the Premises and the rights of the Landlord pursuant to Clause 17.2 shall apply.

17.4 Landlord Given Charge over Tenant's Property

The Tenant hereby grants to the Landlord, upon the Landlord being entitled to re-enter the Premises pursuant to Clause 17.1, a charge over the fixtures and fittings of the Tenant situate upon the Premises at the date of the entitlement to re-enter.

18. **GUARANTEE**

18.1 **At request of Guarantor**

In consideration of the Landlord at the request of the Guarantor entering into this Lease with the Tenant the Guarantor (and each of them severally and jointly) covenants and agrees with the Landlord that:

- (a) he will be liable jointly and severally with the Tenant for the due and punctual payment of all Rent and other moneys to be paid by the Tenant under this Lease or any extension or renewal thereof, and for the due performance and observance by the Tenant of all the covenants terms and conditions of this Lease on the part of the Tenant to be performed and observed;
- (b) The Guarantor indemnifies the Landlord from and against all losses damages costs and expenses which the Landlord may suffer or incur in consequence of any breach or non-observance of any of the covenants terms and conditions of this Lease on the part of the Tenant to be performed or observed and the Guarantor agrees that the Guarantor will remain liable to the Landlord under this indemnity notwithstanding as a consequence of any breach or non-observance the Landlord has exercised any of its rights under this Lease including its rights of re-entry and notwithstanding that the Tenant (being a corporation) may be wound up or dissolved or (being a natural person) may be declared bankrupt and notwithstanding that the guarantee given by the Guarantor may for any reason be unenforceable either in whole or in part;
- (c) On any default or failure by the Tenant to observe and perform any of the covenants terms and conditions of this Lease the Guarantor will immediately on demand by the Landlord pay all Rent and other moneys and make good to the Landlord all losses damages costs and expenses sustained or incurred by the Landlord by reason or in consequence of any default in performing or observing any of the covenants terms and conditions of this Lease and the Guarantor will also pay to the Landlord interest at the Stipulated Rate from the time of any Rent or other moneys respectively falling due to the date of payment added without the necessity of any prior demand having been made on the Tenant;
- (d) The liability of the Guarantor under this guarantee and indemnity will not be affected by the granting of time or any other indulgence to the Tenant or by any assignment or purported assignment of the interest of the Tenant under this Lease or by the compounding compromise release abandonment waiver variation or renewal of any of the rights of the Landlord against the Tenant or by any variation of this Lease or by the filling-up of this Lease by the Landlord or its solicitors under the terms of any agreement for lease or by any neglect or omission to enforce those rights or by any other thing which under the law relating to sureties would or might but for this

provision release the Guarantor in whole or in part from its obligations under this guarantee and indemnity;

- (e) Notwithstanding that as between the Guarantor and the Tenant the Guarantor may be a surety only, nevertheless as between the Guarantor and the Landlord the Guarantor is deemed to be a primary debtor and contractor jointly and severally with the Tenant;
- (f) To the fullest extent permitted by law the Guarantor hereby waives such of its rights as surety or indemnifier (legal equitable statutory or otherwise) as may at any time be inconsistent with any of the provisions of this guarantee and indemnity;
- (g) The covenants and agreements made by the Guarantor are not conditional or contingent in any way or dependent upon the validity or enforceability of the covenants and agreements of any other person and remain binding notwithstanding that any other person does not execute this Lease or this guarantee and indemnity;
- (h) The obligations of the Guarantor under this guarantee and indemnity continue until all Rent and other moneys payable under this Lease have been paid and until all other obligations and indemnities have been performed observed and satisfied and those obligations will not be reduced or affected by any notice to quit given by either Party to this Lease or the death insolvency liquidation or dissolution of the Tenant or the Guarantor or either of them.
- (i) The Guarantor does not execute this guarantee and indemnity as a result of or by reason of any promise representation statement information or inducement of any nature or kind given or offered to the Guarantor by the Landlord or on the Landlord's behalf whether in answer to any enquiry by or on behalf of the Guarantor or not and (except as provided in this guarantee and indemnity) the Tenant was not prior to the execution of this guarantee and indemnity by the Guarantor and is not subsequently under any duty to disclose to the Guarantor or to do or execute any act matter or thing relating to the affairs of the Tenant or its transactions with the Landlord.
- (j) In the event of the Tenant during the term of this Lease entering into liquidation (or being a person, entering into bankruptcy) and the liquidator or trustee in bankruptcy disclaiming this Lease, or if the Tenant should be dissolved, the Guarantor will accept from the Landlord a lease of the Premises for a term equal in duration to the residue remaining unexpired of the term of this Lease, the new lease to contain the same lessee's and lessor's covenants respectively and the same provisos and conditions in all respects (including the proviso for re-entry) as are in this Lease contained together with such other covenants provisos and conditions as the Landlord may reasonably require and on the execution by the Landlord of the further lease the Guarantor will pay all costs of the further lease (including all costs of and incidental to the preparation execution and stamping of the lease and

all stamp duty and registration fees) and will immediately execute and deliver to the Landlord the lease in triplicate.

- (k) In the event of a further lease of the Premises being granted by the Landlord to the Tenant (including to any successors of the Tenant or to its permitted assigns) consequent upon the exercise of any option to renew contained in this Lease or in the event of the Landlord granting to the Tenant any extension of the term of this Lease, then this guarantee and indemnity will be deemed to extend to the further lease or the extension of the term as the case may be and will be read and construed as if the further lease were this Lease and the tenant holding under it were the Tenant referred to in this Lease.
- (l) All notices or demands to be given or made to or upon the Guarantor will be deemed to be duly given and served on the Guarantor if signed by the Landlord or the solicitors for the Landlord or if the Landlord is a corporation then by any officer of the corporate Landlord or the solicitors for the corporate Landlord and delivered to the Guarantor (or if there is more than one Guarantor then to any one or more of them) personally or if the Guarantor is a corporation then to any person at its registered office or principal place of business in this State or if left at the last known place of business or abode of the Guarantor or if left at or sent to the Guarantor through the post in a prepaid envelope addressed to the Guarantor at the address (if any) of the Guarantor set out in Item 3 of the Particulars. A notice or demand which is posted will be deemed to have been served on the Guarantor on the day following the date of posting.
- (m) In the event of the invalidity of any part or provision of this guarantee and indemnity that invalidity will not affect the validity or the enforceability of any other part or provision of this guarantee.
- (n) Where there is more than one person or corporation which together constitute the Guarantor to this Lease, the obligations and liabilities of each of those persons or corporation are joint and several.
- (o) This guarantee takes effect immediately upon its execution and continues to be of full effect whether or not the Lease is subsequently registered on the title for the land. References to "this Lease" include any equitable lease agreement for lease or periodic tenancy arising upon execution or acceptance by the Tenant of the instrument to which this guarantee is annexed.
- (p) In the event of the Landlord transferring the Land or otherwise assigning the Landlord's rights and obligations as Landlord under this Lease the Landlord's rights under this guarantee (whether or not there is any express assignment of the rights) will be deemed to be assigned to the owner from time to time of the Land or other assignee of the Landlord's rights and obligations.

18.2 Transfer of Land

- 18.2 In the event of the Landlord transferring the Land or otherwise assigning the Landlord's rights and obligations as Landlord under this Lease the Landlord's rights to the Guarantee (whether or not there is any express assignment of the rights) will be deemed to be assigned to the owner from time to time of the Land or other assignee of the Landlord's rights and obligations, and the Tenant must, upon the written request of the Landlord or its assignee, provide a fresh Guarantee in favour of the assignee within one month of such request.

18.3 Granting of Time Not Release

- 18.3 The granting of any time, concession or any indulgence to, or the making of any composition or compromise with, or the waiver of any breach or default by the landlord or the release of the Tenant or the neglect or forbearance of the Landlord to enforce the observance and performance by the Tenant of the said covenants and conditions, shall not release the Guarantor or affect the continuing liability of the Guarantor hereunder.

19. AIR CONDITIONING COSTS

Notwithstanding the provisions of Part 5 herein, all costs of maintenance for air conditioning to the Premises, whether by separate unit or part of the Building air conditioning, are to be borne solely by the Tenant. The Tenant must, if required by the Landlord, enter into a maintenance contract with an approved supplier for such air conditioning maintenance.

20. STRATA TITLED PREMISES

20.1 If The Premises Are Or Become Part Of A Strata Scheme

In the event that the premises are or become part of a Strata Scheme, the Tenant agrees during the continuance of this lease to comply with

- (i) the Strata Schemes Management Act 1996;
- (ii) the by-laws which are in force; and
- (iii) any orders made under that Act,

including to the extent that each of these binds the Tenant or relates to conduct in the leased premises and in the property comprising the strata scheme.

20.2 Comply with obligations

- (a) The Landlord agrees during the continuance of this lease to comply with the financial and other obligations to the Owners Corporation as owner of the leased premises.
- (b) To the extent that the Strata Schemes Management Act 1996 and the by-laws impose additional, different or more onerous obligations than are included in this lease, the Landlord and the Tenant each agree to comply with those obligations as additional obligations under this lease.

20.3 Notices

- (a) The Landlord agrees to provide to the Tenant a copy of the by-laws within 14 days after the commencement of this lease and to provide to the Tenant details of the changes in the by-laws within 14 days after any change becomes effective.
- (b) The Landlord agrees to notify the Owners Corporation of the entry into this lease and particulars of the Tenant, and of the assignment, termination or expiry of this lease.
- (c) The Landlord agrees to forward to the Tenant, within 14 days after its receipt, any correspondence, notice, demand or order, from the Owners Corporation, a unit owner, or any other authority or person, relating to or affecting the use of occupation of the leased premises or the Tenant's conduct.
- (d) The Tenant agrees to forward to the Landlord, within 14 days after its receipt, any correspondence, notice, demand or order, from the Owners Corporation, a unit owner, or any other authority or person, relating to or affecting the use or occupation of the leased premises or the Tenant's conduct.

20.4 Strata Levies

- (a) The Landlord agrees to pay to the Owners Corporation all contributions and levies lawfully claimed from the Landlord as owner of the strata unit in which the leased premises are situated when each is due and payable.
- (b) Contributions and payments made by Landlord to the Owners Corporation form part of the Landlord's operating expenses in respect of the leased premises (except sinking fund levies for structural repairs of the building).
- (c) If the Tenant is liable to reimburse to the Landlord any payments made to the Owners Corporation, the Tenant is entitled to require from the Landlord copies of notifications of levies made by the Owners Corporation and of financial statements issued by the Owners Corporation for the relevant periods.

20.5 Repairs

- (a) The Landlord's powers and obligations to repair or reinstate common portions of the building, services, facilities and the leased premises, shall be exercised by the Owners Corporation in respect of property owned and controlled by the Owners Corporation.
- (b) The Landlord agrees to take all reasonable action to require the Owners Corporation to exercise its powers and to comply with the obligations referred to in paragraph (a), as these may affect the leased premises.
- (c) When under this lease the Tenant requires the Landlord's consent to alterations, additions, repairs, maintenance or fixtures, or any other matter involving the property of the Owners Corporation, the Tenant shall also obtain the Owners Corporation's consent before taking any action to carry out that matter.

20.6 Insurance

- (a) The Landlord's obligations regarding insurance, in respect of any property belonging to the Owners Corporation, shall be satisfied if carried out by the Owners Corporation.
- (b) The Landlord agrees to take all reasonable action to require the Owners Corporation to comply with the obligations referred to in paragraph (a) in respect of the Owners Corporation's property.
- (c) The Tenant's obligations and conduct under this lease regarding the Landlord's insurances extend to the Owners Corporation's insurances in respect of the Owners Corporation's property.

21. CARPARKING

21.1 Non exclusive licence

The Tenant shall be entitled to use ONE (1) car space allocated on the title of the Lot hereby leased.

21.2 Tenants Covenants

The Tenant covenants with the Landlord:

- (a) to pay, as part of the rent hereby reserved, car park rent as set out in Item 1 plus GST (such fee to be increased by the same increment as is applied to the Rent pursuant to clause 4 on each anniversary of the commencement date);

- (b) to park the Tenant's Cars only on the Lot allocated; and
- (c) not to clean, grease, oil; repair or wash any of the Tenant's Cars in the Car Parking Area;
- (d) not do or omit to do or permit or suffer to be done or omitted any act matter or thing which might in any way endanger the Land (including the Car Parking Area) or any person, equipment chattels or goods whether the property of the Landlord or Owners Corporation or not which may be upon the Land;
- (e) not do omit to do or permit or suffer to be done any act matter or thing which will be or may become a nuisance or annoyance to the Landlord, other users of the Car Parking Area, the occupants of the Land or the owners or occupiers of neighbouring premises;
- (f) and to ensure that the Tenant, its servants or agents will at all times when within the Car Parking Area observe and conform to all rules and regulations from time to time made by the Owners Corporation in connection with the Car Parking Area;

21.3 Not for Storage

The Tenant must not use the Car Parking Area for storage of goods; and the Tenant will not cause or permit any rubbish to be placed thrown or dropped in or about the Car Parking Area.

21.4 Insurance

The Tenants will insure the Tenant's Cars against third party injury provided that the Tenants obligations under this clause 21 will not extend to vehicles belonging to the Tenants contractors, agents, customers or visitors who may at any time be using the Car Parking Area.

21.5 Breach

The Tenant acknowledges and agrees that a breach by it of any covenant or condition in this clause 21 shall be a breach to which the provisions of clause 17 shall apply.

22. LANDLORD TO SUPPLY

The Landlord shall supply the fitout to the Premises together with ^{three (3)} ~~four (4)~~ red workstations. The fitout and workstations shall remain the property of the Landlord and must be returned to the Landlord at the expiry or sooner determination of the Lease in good order and condition, fair wear and tear excepted.

PARTICULARS

<u>ITEM 1:</u>	Rent	eleven thousand nine hundred and 00/100 dollars (\$11,900.00) per annum plus GST (which includes Car Park Rent of \$2,000.00 per annum per car space plus GST)
<u>ITEM 2:</u>	Building	32 Delhi Road Macquarie Park
<u>ITEM 3:</u>	Guarantor:	Not required
<u>ITEM 4:</u>	Security Deposit	The amount equal to THREE (3) times the monthly rent (INCLUDING Car Park Rent) plus outgoings plus GST which as at the commencement date of the lease is estimated at \$3,773.00 .
<u>ITEM 5:</u>	Premises	Suite 2.17/32 Delhi Road, Macquarie Park
<u>ITEM 6:</u>	Permitted Use	Commercial offices
<u>ITEM 7:</u>	Outgoings:	100%
<u>ITEM 8:</u>	Further Term:	(i) 2 years (ii) Not applicable (iii) Not applicable
<u>ITEM 9:</u>	Public Liability Insurance:	\$10,000,000.00
<u>ITEM 10:</u>	Rental Increase Dates for Percentage Rent Review	1 October 2012
	CPI Review Dates:	1 October 2012
	Market Review Dates:	Not applicable
<u>ITEM 11:</u>	Rental Commencement Date:	1 December 2011

TABLE OF CONTENTS

ANNEXURE 1	4
Rights and reservations	4
ANNEXURE 2	5
1. DEFINITIONS AND INTERPRETATION	5
1.1 Definitions	5
1.2 Index, Headings, Etc.	8
1.3 Persons Include Bodies Corporate	8
1.4 Covenants Joint and Several	8
1.5 Tenant not to Permit nor Suffer Prohibited Matters	8
1.6 Rights of Access to the Landlord	8
1.7 Consent of Mortgagees	8
1.8 Consent of the Landlord	8
1.9 Statutes	9
1.10 Exclusion of implied covenants and powers	9
1.11 Enforceability	9
1.12 Whole Agreement	9
1.13 Governing Law New South Wales	10
1.14 Holidays	10
2. TERM AND FURTHER TERM	10
2.1 Tenant's Occupation and Use of Premises	10
2.2 Holding Over - Monthly	10
2.3 Conditions for Grant of Further Term	10
2.4 Grant of Further Term	11
2.5 Terms of Further Lease	11
2.6 Determination of Rent for Further Term	11
3. RENT	13
3.1 Payments to be Duly and Punctually Made	13
3.2 Payment of Base Rent	13
3.3 Interest Payable by Tenant on Moneys Overdue	14
3.4 Tenant Not to Cause Reduction in Rentable Value	14
3.5 Goods And Services Tax	14

4.	REVIEWS OF BASE RENT	15
4.1	Percentage Rent Review.....	15
4.2	Consumer Price Index Review	15
4.3	Market Rent Review	17
5.	OUTGOINGS	20
5.1	Items Comprising Outgoings.....	20
5.2	Tenant to Pay Tenant's Proportion of Outgoings	21
5.3	Meaning of Accounting Period	22
5.4	Estimates of Tenant's Proportion, Payment.....	22
5.5	Landlord to Provide Statement Each Year of Outgoings Adjustments	22
5.6	Adjustment of Contributions to Outgoings	22
6.	SECURITY DEPOSIT'	22
6.1	Security Deposit	22
7.	USE.....	24
7.1	Permitted Use	24
7.2	Quiet Enjoyment.....	24
7.3	No warranty as to suitability or as to exclusive rights.....	24
7.4	Heavy installations not to cause damage.....	24
7.5	Pest Control	25
7.6	Radio, TV, Video Etc	25
7.7	Tenant to give notice of accident etc	25
7.8	Infectious Illness.....	25
7.9	No Noxious or Illegal Use.....	25
7.10	Compliance with Rules and Regulations.....	26
7.11	Compliance with statutes etc	26
7.12	Notices	26
8.	ACCESS BY LANDLORD	27
8.1	Landlord's Right to Inspect.....	27
8.2	Access to Premises for maintenance of pipes.....	27
8.3	Right to alter	27
8.4	Inspection by prospective Purchaser or Tenant.....	28
9.	REPAIR AND MAINTENANCE	28

9.1	Alteration to Premises	28
9.2	Repairs of Premises	28
9.3	Cleaning.....	29
9.4	Tenant's Partitioning.....	29
9.5	Electrical Equipment - No Overloading.....	30
9.6	Replacement of Light Bulbs, Tubes and Fittings	30
9.7	Broken Glass	30
9.8	Signs	30
9.9	Tenant to Maintain	31
10.	INSURANCE.....	31
10.1	Tenant to Effect Insurance Policies.....	31
10.2	Tenant not to Void Insurance	32
10.3	Increase in Risk - Extra Premiums	32
10.4	No Inflammable Substances.....	32
10.5	Compliance with Fire Regulations	32
11.	COMMON AREAS	33
11.1	Tenant's Use of Common Areas.....	33
11.2	Tenant not to Interfere with Services etc.....	33
11.3	Damage to Common Areas	34
11.4	No Littering etc. of Common Areas	34
11.5	Use of Appurtenances.....	34
12.	GENERAL.....	34
12.1	Partnership, Agency and Joint-Venture Negatived	34
12.2	Tenant's Obligations at Own Risk and Expense.....	34
12.3	Securing of the Premises	34
12.4	Consent of Landlord	35
12.5	Cost of Lease etc	35
12.6	Waiver Negatived.....	35
12.7	Moratorium not to apply.....	36
12.8	Air-conditioning and Fire Alarm Equipment	36
12.9	Failure of Services.....	36
12.10	By Laws and Rules.....	36
12.11	Notice of Damage or Statutory Notices.....	36

12.12	Fire or Emergency Drills	37
12.13	Evacuation - Bomb Threat or Fire.....	37
12.14	Easements and Rights of Support.....	37
12.15	Additional Buildings and Works.....	37
12.16	Manager.....	38
13.	LANDLORD'S GENERAL RIGHTS AND DUTIES	38
13.1	Landlord's Right to Remedy Defaults	38
13.2	Landlord may Carry out Works or Repair or Comply with Requirements of Authorities	38
13.3	Default by Tenant in Repairing	39
13.4	Landlord to Pay Rates and Taxes	39
13.5	Landlord to Insure	39
13.6	Landlord to Maintain.....	39
13.7	Services to be provided by Landlord.....	40
14.	RELEASE AND INDEMNITIES.....	40
14.1	Release of Landlord.....	40
14.2	Indemnities by Tenant	40
15.	ASSIGNMENT ETC	41
15.1	Mortgage, Assignment, Subletting etc	41
15.2	Sale of Shares - Default unless Landlord's Requirements Met	42
16.	TERMINATION.....	43
16.1	Effect of Resumption, Destruction or Damage	43
16.2	Lease may be Terminated without Compensation; Abatement.....	44
16.3	No Termination where Damage by Tenant	45
16.4	Removal of Tenant's Property	45
16.5	Tenant's property not Removed.....	45
16.6	Premises to be in Good Condition on Yielding Up.....	46
16.7	Removal of Signs	46
17.	RE-ENTRY.....	46
17.1	Default or Breach by Tenant Re-entry	46
17.2	Damages Claimable by Landlord	48
17.3	Entry by Landlord not to Constitute Forfeiture	49

17.4	Landlord Given Charge over Tenant's Property	49
18.	GUARANTEE	50
18.1	At request of Guarantor	50
18.2	Transfer of Land	53
18.3	Granting of Time Not Release	53
19.	AIR CONDITIONING COSTS	53
20.	STRATA TITLED PREMISES	53
20.1	If The Premises Are Or Become Part Of A Strata Scheme	53
20.2	Comply with obligations	54
20.3	Notices	54
20.4	Strata Levies	54
20.5	Repairs	55
20.6	Insurance	55
21.	CAR PARKING	55
21.1	Non exclusive licence	55
21.2	Tenants Covenants	55
21.3	Not for Storage	56
21.4	Insurance	56
21.5	Breach	56
22.	LANDLORD TO SUPPLY	56



National Australia Bank Limited
ABN 12 004 044 937

Consent to Lease

Annexure to Lease

FROM Maincon Holdings Pty Limited ACN 069 475 127 and Progroup Management Pty Limited ACN 075 284 454
TO Towncars Franchises Sydney Pty Ltd ACN 137 552 562
DATE 11/10/2011
FOLIO IDENTIFIER(S) 38/SP80947

National Australia Bank Limited ABN 12 004 044 937 as Mortgagee under Mortgage Number AF213222 hereby consents to the within Lease subject to and without in any way limiting abridging affecting or prejudicing the rights powers and remedies of the Mortgagee under the said Mortgage/s (or any of them) which rights powers and remedies shall remain in full force and effect as if this consent had not been given Save and Except that so long as the covenants conditions and provisions of the within Lease are duly observed and performed the Mortgagee will in the event of the exercise of the power of sale or other power or remedy of the Mortgagee on default under the said Mortgage/s (or any of them) exercise the same subject to the then subsisting rights of the Lessee/s under the within Lease And this limited consent is also given on the express condition that the consent of the Mortgagee is procured in all cases where the consent of the Lessor/s is necessary under the within Lease that the Mortgagee shall not be obliged to perform any covenant or agreement by the Lessor/s contained in the within Lease and that all rights powers and remedies of the Lessor/s under the within Lease shall absolutely vest in and be exercisable and enforceable by the Mortgagee immediately upon the Mortgagee giving notice to the Lessor/s of demand to enter into receipt of the rents and profits of the leased premises.

Signed at BAULKHAM HILLS this 1st day of DECEMBER 2011
(Day) (Month) (Year - ccy)

SIGNED SEALED AND DELIVERED for and)
on behalf of NATIONAL AUSTRALIA BANK)
LIMITED ABN 12 004 044 937 by its)
Attorney who holds the position of)
Level __ Attorney under)
Power of Attorney Registered No. 39 Book)
4512 in the presence of:)

Witness Signature

MADELINE BARBARA
Print Name

Attorney Signature
CRAIG CLARKE
PARTNER

Print Name of Attorney

**PLANNING CERTIFICATE UNDER
SECTION 149 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT, 1979**

Cert No: PLN2017/0124
Date: Wednesday, 18 January 2017
Your Ref: 170083

Applicant: Infotrack Infotrack
GPO Box 4029
Sydney NSW 2001

Property Address: 38 / 32 - 38 Delhi Rd MACQUARIE PARK
Description: Lot 38 SP 80947

Property Reference: 542982
Land Reference: 52317

INFORMATION PROVIDED PURSUANT TO SECTION 149(2) OF THE ACT.

**1. NAMES OF RELEVANT ENVIRONMENTAL PLANNING INSTRUMENTS, DRAFT INSTRUMENTS AND
DEVELOPMENT CONTROL PLANS THAT APPLY TO THE CARRYING OUT OF DEVELOPMENT ON THE
LAND**

a) LOCAL ENVIRONMENTAL PLAN AND DEEMED ENVIRONMENTAL PLANNING INSTRUMENTS
Ryde Local Environmental Plan 2014

b) DRAFT LOCAL ENVIRONMENTAL PLANS
Ryde LEP 2014 Planning Proposal - Macquarie Park Corridor

A Planning Proposal applies to Macquarie Park Corridor and 14-58 Delhi Road and 3 Plassey Road, Macquarie Park.

The Planning Proposal seeks to:-

- Delete the Macquarie Park Corridor Parking Restrictions Maps from Ryde Local Environmental Plan 2014

It is intended to place new parking controls for the area within Ryde Development Control Plan 2014 - see details of the amendment in draft DCP 2014 below.

- Identifying properties at 14-58 Delhi Road and 3 Plassey Road, Macquarie Park as part of the Macquarie Park Corridor on the RLEP2014 Centres Map.
- Removing Clause 4.5B Macquarie Park Corridor subclause (4)(b) of RLEP 2014 to correct a drafting error relating to land uses on the ground floor of buildings.

Draft Development Control Plan 2014 Part 4.5 Macquarie Park Corridor and 9.3 Parking Controls

The draft DCP Part 9.3 Parking Controls applies to Macquarie Park Corridor and 14-58 Delhi Road and 3 Plassey Road, Macquarie Park.

The draft amendments to Ryde Development Control Plan 2014 include:

- relocating the parking controls for residential development in Macquarie Park Corridor from Part 4.5 Macquarie Park Corridor into Part 9.3 Parking Controls (with no change to the parking requirement) to provide one source of

parking controls in Macquarie Park.

- adding for new commercial and industrial developments 1 car space per 1/60m² and 1/100m² of gross floor area dependent on site location.

- adding for additions and alterations to an existing commercial and industrial development 1 car parking space per 1/46m², 1/70m² and 1/80m² of gross floor area dependent on site location.

- amending Part 4.5 Macquarie Park Corridor to remove information from Part 1.0 Preliminary with respect to the Herring Road UAP which is now out of date

For further details, please see Council's website www.ryde.nsw.gov.au <http://www.ryde.nsw.gov.au>

c) DEVELOPMENT CONTROL PLANS

City of Ryde Development Control Plan 2014

d) STATE ENVIRONMENTAL PLANNING POLICIES AND INSTRUMENTS (includes Draft Policies)

The Minister for Planning has notified Council that the following State Environmental Planning Policies and Deemed State Environmental Plans apply to the land and should be specified in this certificate:

State Environmental Planning Policies

Note: Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.

State Environmental Planning Policy No 19 - Bushland in Urban Areas.

State Environmental Planning Policy No 21 - Caravan Parks.

State Environmental Planning Policy No 30 - Intensive Agriculture.

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

State Environmental Planning Policy No 50 - Canal Estate Development.

State Environmental Planning Policy No 55 - Remediation of Land.

State Environmental Planning Policy No 62 - Sustainable Aquaculture.

State Environmental Planning Policy No 64 - Advertising and Signage.

State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development.

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

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

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Major Development) 2005

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Temporary Structures) 2007

Deemed State Environmental Planning Policies

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

Draft State Environmental Planning Policies

State Environmental Planning Policy No 66 - Integration of Land Use and Transport 2001

State Environmental Planning Policy (Competition) 2010

Note: Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.

2. ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS

(a) ZONING and ZONING TABLE

Ryde Local Environmental Plan 2014 - Zone B7 - Business Park

1 Objectives of zone

- To provide a range of office and light industrial uses.
- To encourage employment opportunities.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
- To encourage industries involved in research and development

2 Permitted without consent

Home occupations

3 Permitted with consent

Building identification signs; Business identification signs; Child care centres; Garden Centres; Hardware and building supplies; Light industries; Neighbourhood shops; Office premises; Passenger transport facilities; Respite day care centres; Restaurants or cafes; Roads; Warehouse or distribution centres; Any other development not specified in item 2 and 4.

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Residential accommodation; Resource recovery facilities; Restricted premises; Retail premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wholesale supplies

Schedule 1 - Additional Permitted Uses

Use of certain land at 32-62 Delhi Road, North Ryde.

- (1) This clause applies to land at 32-62 Delhi Road, North Ryde, being SP 80947, SP 74057 and SP 70943.
- (2) Development for the purposes of hotel or motel accommodation and serviced apartments is permitted with development consent.

(b) DEVELOPMENT STANDARDS FOR THE ERECTION OF A DWELLING HOUSE

No development standards under the Local Environmental Plan apply to the land that fix minimum land dimensions for the erection of a dwelling house on the land.

(c) CRITICAL HABITAT

No. The land does not include or comprise critical habitat under the Local Environmental Plan.

(d) CONSERVATION AREA (however described)

No. The land has not been identified as being within a heritage conservation area under the Local Environmental Plan.

(e) ITEMS OF ENVIRONMENTAL HERITAGE (however described)

No. An item of environmental heritage is not situated on the land under the Local Environmental Plan.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This land is not subject to:

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (the 2006 SEPP); or

(b) a Precinct Plan (within the meaning of the 2006 SEPP); or

(c) a proposed Precinct Plan (within the meaning of the 2006 SEPP) that is or has been the subject of community consultation or on public exhibition.

OTHER PRESCRIBED INFORMATION

3. COMPLYING DEVELOPMENT

Whether or not the land is land on which complying development may be carried out under each of the codes for complying development in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. If complying development may not be carried out on that land because of one of the requirements under that Policy, the reason why it may not be carried out.

General Housing Code and Rural Housing Code

Complying Development under the General Housing Code and Rural Housing Code may be carried out on this land.

Housing Alterations Code and General Development Code

Complying Development under the Housing Alterations Code and General Development Code may be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

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

Subdivisions Code, Commercial and Industrial Alterations Code, Demolition Code and Fire Safety Code

Complying development under the Subdivisions Code, Commercial and Industrial Alterations Code, Demolition Code, and Fire Safety Code may be carried out on the land.

Note : It is necessary for the zoning, size of land and other criteria such as risk level of flood prone land and bushfire prone land to be in accordance with that specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for certain types of development to occur under the Policy.

4. COASTAL PROTECTION

Whether or not the land is affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been so notified by the Department of Services, Technology and Administration.

The land is not affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*.

4A Information relating to a coastal council

(1) Whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary 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.

NO

(2)(a) Whether the council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
(b) If works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

NO notification received

4B Annual charges under Local Government Act 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 works (within the meaning of section 553B of that Act).

NO

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of Section 553B of the *Local Government Act 1993*.

5. MINE SUBSIDENCE

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

No. The land has not been proclaimed to be a mine subsidence district.

6. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment.

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

- (a) Division 2 of Part 3 of the *Roads Act 1993*;
- (b) any Environmental Planning Instrument.
- (c) any resolution of Council.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether or not the land is affected by a policy adopted by the council, or adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by council, that restricts the development of the land because of the likelihood of:

- (i) landslip — NO.
- (ii) bush fire — YES.
- (iii) tidal inundation — NO.
- (iv) subsidence — NO.
- (v) acid sulphate soil — YES.
- (vi) any other risk (other than flooding) — NO.

Note: The fact that land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors) living is subject to flood related development controls — NO

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls — NO

(3) Words and expressions in this clause have the same meanings as in the instrument set out in the schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

No Environmental Planning Instrument applying to the land provides for the acquisition of the land by a public authority pursuant to Section 27 of the Act.

9. CONTRIBUTIONS PLANS

The name of each contributions plan applying to the land:

City of Ryde Section 94 Development Contributions Plan 2007 – Interim Update (2014)

9A BIODIVERSITY CERTIFIED LAND

This land is not biodiversity certified land within the meaning of Part 7AA of the Threatened Species Conservation Act 1995.

10 BIOBANKING AGREEMENTS

The land is not the subject of a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995.

11. BUSH FIRE PRONE LAND

The land described in this certificate is bush fire prone land (as defined in the Act).

12. PROPERTY VEGETATION PLANS

The land is not subject to a property vegetation plan under the Native Vegetation Act 2003.

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

There has not been an order made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14. DIRECTIONS UNDER PART 3A

There is no direction in force under section 75P (2)(c1) of the Environmental Planning and Assessment Act 1979.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

Part A: There has been no Site Compatibility Certificate issued (of which Council is aware) under Clause 25 of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

Part B: There has not been any development consent granted since 11 October 2007 for development to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

There is no valid Site Compatibility Certificate (Infrastructure) of which the Council is aware in respect of proposed development on the land.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

There is no current Site Compatibility Certificate (Affordable Rental Housing) that Council is aware in respect of proposed development on the land.

There are no terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

18. PAPER SUBDIVISION INFORMATION

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. NIL
- (2) The date of any subdivision order that applies to the land. NIL
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

Note: City of Ryde does not hold any paper subdivision within the meaning of this clause.

19. SITE VERIFICATION CERTIFICATES

There is no current site verification certificate of which the Council is aware in respect of the land.

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

- (a) The land to which this certificate relates IS NOT significantly contaminated land.
- (b) The land to which this certificate relates IS NOT subject to a management order.
- (c) The land to which this certificate relates IS NOT the subject of an approved voluntary management proposal.
- (d) The land to which this certificate relates IS NOT subject to an ongoing maintenance order.
- (e) The land to which this certificate relates IS NOT subject to a site audit statement.

ADDITIONAL INFORMATION PROVIDED UNDER SECTION 49(5) OF THE ACT

Environmental planning instruments or development control plans may place restrictions on matters such as:

- i) the purpose for which buildings, works or land may be erected, carried out or used;
- ii) the extent of development permitted;
- iii) minimum site requirements; and/or
- iv) the means of vehicular access to the land.

The instruments and the plans should be examined in relation to the specific restrictions which may apply to any development which may be proposed.

Registers of Consents may be examined at Council's Customer Service Centre for particulars relating to development consents which may have been issued for the use or development of the land.

Enquiries regarding areas reserved for Classified Road and Regional Open Space should be directed to the Roads and Maritime Services and Department of Planning and Environment respectively.

The information provided concerning the Coastal Protection Act, 1979 is only to the extent that the Council has been notified by the Office of Environment and Heritage.

Council has adopted by resolution a policy concerning the management of contaminated land. This policy applies to all land in the City of Ryde and will restrict development of the land if the circumstances set out in the policy prevail. Copies of the policy are available on Council's Website at www.ryde.nsw.gov.au.

FURTHER ADDITIONAL INFORMATION UNDER SECTION 149(5) OF THE ACT

Bush Fire Prone Land

The following map indicates the property has been identified as bush fire prone land: City of Ryde - Bush Fire Prone Land Map certified by the Commissioner for the NSW Rural Fire Service.

Bushland

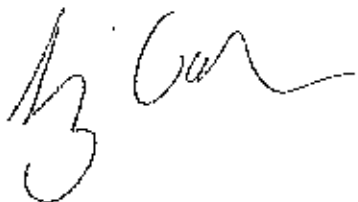
The following studies /internal reports indicate the land may contain inadequately conserved bushland: Urban Bushland in the Ryde LGA by OCULUS Landscape Architecture Urban Design Environmental Planning April 2001. This report identifies that the subject property may contain inadequately conserved bushland. Details are available by inspection of the report and maps held by Council's Customer Service Centre. For any proposed development of the land further investigation may be required to determine the condition and value of the existing bushland.

Heritage

The property is within 100 metres of a heritage item as listed in Schedule 5 of Ryde Local Environmental Plan 2014. Your attention is drawn to Clause 5.10(5) which addresses the need to assess the impact of proposed development on properties in the vicinity of a heritage item on the heritage significance, visual curtilage and setting of the heritage item itself.

No further additional Information is available under this Section with respect to this property.

Note: The information in this certificate is current as of the date of the certificate.



Liz Coad
Acting Director City Strategy and Planning

Suitable for small office buildings, factories and shop premises which are not the subject of the *Retail Leases Act 1994* where the term of the lease (including the period of any option) does not exceed three years.

This Lease is made in duplicate on 8th / December / 2016
at North Sydney in the State of New South Wales.

PARTIES

Between Maincon Holdings Plc & Progroup Management Plc Landlord
(Name, address and ABN)
Suite 411-32 Belli Rd, North Ryde NSW 2113 ABN 70 919 505 371
whose agent is _____ Agent
(Name, business address and ABN)
and Hsk Asset Management Plc ABN 91167 356 710 Tenant
(Name, business address and ABN)
Po Box 274, North Ryde NSW 2113

(Name, business address and ABN)

GST REGISTRATION

The Landlord is registered for GST. ☒ Yes ☐ No

The Tenant is registered for GST. ☒ Yes ☐ No

PREMISES

The Landlord leases the premises known as Lot 30 / SP 80947
Suite 211-32 Belli Rd, North Ryde NSW 2113 (the Premises)
including all fixtures listed in the inventory which is signed by all parties and attached as part of this lease.

PERMITTED USE

The Premises shall be used only as Commercial

RENT

Except as otherwise provided the rent shall be Sixteen thousand five
\$16,500 - hundred dollars (incl GST)
per annum commencing on 19/12/2016

and payable in advance by the Tenant on the 18th day of every month
to the Landlord/Agent at the above address or at any other reasonable place as the Landlord/Agent notifies in writing.

TERM

The term of the lease shall be 2 years
commencing on 19/12/2016 and ending on 18/12/2018.

OPTION

Subject to Clause 29 of this lease the Landlord/Agent offers a renewal of this lease for a further term of NIL years.

HOLDING OVER

Unless either party gives the other written notice of termination in accordance with Clause 30a, the lease shall continue as a periodic lease from month to month at the same rent or at a rent to which both parties agree.

OUTGOINGS (tick applicable box)

☐ The Tenant's percentage of outgoings to be paid in accordance with Clause 17a is Refer attached annexure %

OR

☐ The Tenant's percentage of any increases in outgoings to be paid in accordance with Clause 17b is Refer attached annexure %

BASE YEARS

Municipal Rates: _____

Water and Sewerage Rates: _____

Land Tax: _____

INSURANCE

The amount of cover for public liability referred to in Clause 15e is \$10,000,000

CONDITIONS

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the *Conveyancing Act 1919*, which are not expressly negated or modified by this lease.

NOTE It is advisable for the Tenant to insure the Tenant's own property

THE LANDLORD AGREES

Possession

1. To give possession of the Premises to the Tenant on the day on which the term of the lease commences.

Condition of Premises

2. To ensure that the Premises are in a reasonably fit condition for use at the commencement of the lease.

Security

3. To ensure that the external doors and windows contain locks and catches in working order at the commencement of the lease.

Insurance

4. To insure the Premises against damage arising from fire, lightning and explosion and other hazards (including earthquake, storm and tempest, water damage, impact, aircraft, riots/civil commotions and malicious damage).

Use of Premises

5. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

Rates and Taxes

6. To pay council, water and sewerage rates, land tax and other levies promptly.

Lease Copy

7. To provide the Tenant within one (1) month after:

- a notice of mortgage consent, if required;
 - b execution of the lease; and
 - c stamping, if applicable
- with a copy of the lease.

Tax Receipts and Tax Invoices

8. To issue rent receipts and tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the parties, the amount received, the date of payment and the period for which the payment was made, and other such requirements as determined by the Australian Taxation Office.

THE TENANT AGREES

Rent

9. To pay the rent promptly and in advance and in the manner that the Landlord may direct from time to time.

Consents

10. To obtain at their own expense all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being the use and/or fit-out for which the Premises are leased).

Charges

11. To pay all charges for gas, electricity and telephone and any water usage, garbage or sanitary rates or charges, relating to the Tenant's use of the Premises.

Care of Premises

12. To take care of the Premises and to keep them in a clean condition, and in particular:
 - a To make no alterations or additions to the Premises, including the erection of any sign or antenna, without the prior written consent of the Landlord.
 - b To do no decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord.
 - c To put nothing down any sink, toilet or drain likely to cause obstruction or damage.
 - d To keep no animals or birds on the Premises, without the prior written consent of the Landlord.
 - e To ensure that rubbish is not accumulated on the Premises and to cause all trade refuse to be removed regularly and in a manner acceptable to the Landlord.
 - f To ensure that nothing is done that might prejudice any insurance policy which the Landlord has in relation to the Premises.
 - g To notify the Landlord promptly of any loss, damage or defect in the Premises.
 - h To notify the Landlord promptly of any infectious disease, or the presence of rats, cockroaches or similar pests.

Permitted Use and Occupation

13.
 - a To use the Premises for the purpose stated on the front page of this lease and not for any other purpose.
 - b Not to sleep or permit anyone to sleep on the Premises unless the Premises or a portion of the Premises is zoned for residential use.

Rules and Regulations

4. To ensure that the Tenant, the Tenant's employees, licensees and agents observe, obey and perform the rules and regulations forming part of this lease and such further rules and regulations as the Landlord may from time to time make and communicate to the Tenant (not being inconsistent with this lease) for the safety, care and cleanliness of the Premises and of the building.

Insurance

15. a To do nothing in the building or keep anything therein that would increase the insurance premium payable by the Landlord on the building except with the prior written consent of the Landlord.
- b To do nothing which would make any insurance policy void.
- c To insure all external fixed glass and window frames for which the Tenant is responsible.
- d To pay any insurance premiums payable by the Landlord increased as a result of the Tenant's actions.
- e To insure for public risk covering liability in respect of bodily injury, property damage, product liability and contractual liability arising from the occupation and use of the Premises by the Tenant for the minimum amount as noted on the front page of the lease.

Indemnity

16. a To compensate and meet all claims of:
- i the landlord for the loss of or damage to part or whole of the Premises,
- ii any person for the loss of or damage to their personal property, and
- iii any person for personal injury or death as a result of any accident or neglect or a deliberate or careless act on the Premises or a breach of any conditions of the lease by the Tenant, their employees or agents or any person present on the Premises with the consent of the Tenant, their employees or agents.
- b In such circumstances the Tenant shall meet all claims whether they are made directly against them or against the Landlord. Any resultant repairs to the Premises or to any other parts of the building shall be carried out at the expense of the Tenant by a builder or tradesperson approved by the Landlord.

Outgoings

17. a To reimburse the Landlord immediately, when requested, for the Tenant's percentage of outgoings noted on the front page of this lease for all local government rates, water, garbage and sewerage rates, land tax, insurance premiums, waste disposal costs, car park levies and such other outgoings relating to the property. Land tax shall be calculated on the basis that the land on which the building is situated was the only land owned by the Landlord. *(Refer attached annexure to lease)*

OR

17. b To reimburse the Landlord immediately, when requested, for the agreed percentage of all increases in local government rates, water, garbage and sewerage rates, land tax, insurance premiums, waste disposal costs, car park levies immediately preceding the commencement of the lease. Land tax shall be calculated on the basis that the land on which the building is situated was the only land owned by the Landlord. *(Refer attached annexure to lease)*

BOTH PARTIES AGREE THAT

Unforeseen Event

18. If something happens to the Premises so that the whole or a substantial part can no longer be occupied and the parties are in no way responsible, then either party shall have the right to terminate the lease on the giving of seven (7) days notice in writing.

Inspections

19. The Landlord or Agent shall inspect the Premises at the commencement of the lease and on its termination and take note of the condition of the Premises including the state of cleanliness, state of repair and working order of appliances.

Repairs

20. a The Tenant shall have repaired in a proper manner any damage to the Premises resulting from neglect or a deliberate or careless act or a breach of any condition of the lease by the Tenant or any person on the Premises with their consent.
- b Except as in Clause 20a, the Landlord shall carry out without delay all reasonable repairs necessary for the Tenant's ordinary use and occupation of the Premises, having regard to the condition of the Premises at the commencement of the lease and having regard for fair wear and tear.

Access

21. a The Landlord shall respect the Tenant's right to privacy.
- b The Tenant shall allow access to the Landlord or Agent:
- i when it is reasonable that they or either of them should view the condition of the Premises or to carry out repairs, or
- ii to erect 'to let' signs and to show the Premises to prospective tenants after notice terminating the lease has been given, or
- iii to erect 'for sale' signs and to show the Premises to prospective purchasers, after the Landlord has given reasonable notice to the Tenant of their intention to sell.
- c The Landlord shall give the Tenant reasonable notice of the time and date for such access. As far as possible it shall be convenient for both parties.
- d The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.

Costs

22. a The Tenant shall pay their own legal costs and the reasonable legal costs of the Landlord in relation to the preparation of this lease.
- ~~b The Tenant shall pay the stamp duty and registration fees (if any) payable in connection with this lease.~~
- ~~c The Landlord shall provide the Tenant with a copy of any account presented to the Landlord in respect of any costs referred to in Clause 22a.~~

GST

- 23 Any amounts, including rent and outgoings, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are expressed inclusive of the Goods and Services Tax ("GST"), (if any), at the rate of 10% (the current rate). If the current rate is increased or decreased, the parties agree that any amounts referred to in this lease will be varied accordingly.

[Handwritten signature]

Statutes

24. Each party shall observe as applicable to themselves all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other standards with respect to the Premises.

Notices

25. Any written notice required or authorised by the lease:
- Shall be served on the Tenant personally, or by pre-paid post or facsimile transmission to the Premises or by being left there in the post box, if any, at the Premises.
 - Shall be served on the Landlord or Agent personally or by pre-paid post or by facsimile transmission to their address as shown in the lease or as notified in writing or by being left in the post box, if any, at that address.
 - Shall be deemed to be served on the second business day after posting where it has been sent by pre-paid post.
 - May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required length of notice.

Mitigation

26. Where there has been a breach of any of the conditions of the lease by either party, the other party shall take all reasonable steps to minimise any resultant loss or damage.

Disputes

27. In any dispute or proceedings between the parties, both parties shall act reasonably and without delay and make all admissions necessary to enable the real issues to be decided.

Notice

28. a. After a notice terminating the lease or demanding immediate possession has been given, any acceptance of or demand for rent or money by the Landlord shall not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.
- b. Where the Tenant unlawfully remains in possession after the termination of the lease, the Landlord shall be entitled, in addition to any other claim, to payments equal to the rent as compensation for the Tenant's use and occupation of the Premises.

Renewal

29. a. The Tenant shall give to the Landlord or the Agent not more than six (6) months and not less than three (3) months prior to the expiration of the term granted in this lease notice in writing if the Tenant wishes to take a renewal of the lease for the further term offered. Provided the Tenant has duly and punctually paid the rent and shall have duly performed and observed on the Tenant's part all the conditions and agreements contained in this lease up to the expiration of the term granted, then the Landlord will at the cost of the Tenant grant the Tenant the further term at a rent which would at such time be current market rental of the Premises.
- b. If any dispute between the Landlord and the Tenant arises as to the current market rent then it shall be determined by the President of the Real Estate Institute of New South Wales or his/her appointee. The rent in the future term is not to be less than the market rent payable in the previous term just prior to the expiration of this lease and the lease shall be subject to all other conditions as are contained in this lease with the exception of the Option Condition. The costs of such rental determination shall be borne in equal shares by the parties unless otherwise agreed.

Termination

30. a. Upon the expiry of the lease term or where the lease has become a periodic lease from Month to Month, either party may terminate it by giving one (1) Month's written notice to the other party.
- b. The Landlord shall have the right to re-enter the Premises peacefully or to continue the lease as a periodic lease from week to week:
- where the Tenant has failed to pay rent for a period in excess of fourteen (14) days, whether formally demanded or not;
 - where the Tenant has seriously or persistently breached any of the conditions of the lease; or
 - upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the *Conveyancing Act 1919*, as amended, is hereby varied accordingly.)
- c. If the Landlord intends to exercise their right to continue to lease as a periodic lease from week to week, they shall serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to the lease. Upon serving of the notice, the lease shall continue with all its conditions, except for the term and holding over conditions, as a periodic lease from week to week which may be terminated by seven (7) days written notice from either party.
- d. The Landlord shall have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- e. The Tenant shall have the right to terminate the lease if the Landlord has seriously or persistently breached any of its conditions. The Tenant shall give the Landlord written notice of a reasonable period, of no less than fourteen (14) days indicating at the same time the nature of the breach.
- f. Any action by the Landlord or the Tenant in accordance with Clause 30 b., c., d. or e., shall not affect any claim for damages in respect of a breach of a condition of the lease.
- g. Upon termination or expiry of the lease the Tenant must remove their own fixtures and shall remove their signs provided that any damage or defacement occasioned to any part of the Premises in the course of such removal shall be remedied by the Tenant immediately or, if they fail to do so, by the Landlord and at the Tenant's expense.
- h. Upon the termination or expiry of the lease for any reason the Tenant shall promptly and peacefully give the Landlord vacant possession of the Premises in the condition and state of repair required by clauses 12 and 20 a. of the lease and shall, at the same time, hand over all keys.

Parting With Possession

31. a The Tenant shall not assign or sub-let or part with possession of the Premises or any part thereof except with the written consent of the Landlord.
- b The Landlord shall not withhold consent unreasonably, provided that the Tenant gives the Landlord fourteen days notice and the Tenant pays any reasonable expenses involved in the Landlord giving consent.

Cleaning

- ~~32. a The Landlord will employ the caretaker or any other person or persons the Landlord may think fit to clean all or any of the offices or rooms in the building of which the Premises form part.~~
- ~~b The Tenant will from time to time pay to the Landlord the sums demanded by the Landlord for cleaning the Premises and such sums shall be added to the rent and be paid at the same time and in the same manner as the rent and be recovered in the same manner as the rent is recoverable.~~
- ~~c The Landlord shall not be responsible to the Tenant for any loss of property from the Premises however occurring or for any damage done to the furniture or other effects of any Tenant by the caretaker or any employees of the Landlord or by any other person or persons whatsoever.~~

Cleaning of premises is the direct responsibility of the Tenant.

Strata Title Conversion

33. The Landlord may register a strata plan insofar as the same relates to the building or any part of it. The Landlord will if required by law request the consent of the Tenant to the registration of the strata plan such consent must not be unreasonably withheld by the Tenant and if requested the Tenant will provide their written consent to the strata plan to the Department of Lands or any other government authority. After registration of the strata plan the Tenant will comply with any by-laws which are not inconsistent with the terms of this lease.

Interpretation

34. a 'Agent' in context with 'Landlord' includes the Landlord's estate agent or managing agent and any other person authorised to act on behalf of the Landlord.
- b 'Landlord' includes the heirs, executors, administrators and assigns of the Landlord, and where the context permits includes the Landlord's Agent.
- c 'Tenant' includes the executors, administrators and permitted assigns of the Tenant.
- d 'Fixtures' includes fittings, furniture, furnishings, appliances, plant, machinery and equipment.
- e 'Month' means calendar month.
- f 'Term' means the term of this lease.
- g Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- h Where two or more Tenants or Landlords are parties, the terms and conditions of the lease shall bind them jointly and severally.
- i When this lease is signed by both parties and witnessed, it shall operate as a deed at law from that time.
- j Headings in bold have been inserted to assist the parties but they do not form a legal part of the lease.

Guarantor's Liability

35. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them will be (with the Tenant) jointly and severally liable to the Landlord for the payment of the rent and all other monies payable by the Tenant, and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied, AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Landlord may grant to the Tenant any time or indulgence and may compound or compromise or release the Tenant without realising or affecting the liability of the Guarantors.

KK

SPECIAL CONDITIONS

Special conditions forming part of this lease are to be signed by both parties and attached.

RULES AND REGULATIONS

1. No sign, advertisement or notice shall be inscribed or painted or affixed on any part of the outside or the inside of the Premises except of such colour, size and style and in such place upon or in the building as are approved in writing by the Landlord. Upon request by the Tenant, interior signs on glass doors and on the directory tablets will be provided for the Tenant and at the Tenant's expense by the Landlord.
2. The Tenant shall not obstruct the entrance passages, halls, staircases, or fire escapes of the Premises or use them or any part of them for any purpose other than for going in and out of the Premises.
3. The Tenant will not obstruct or interfere with the rights of other Tenants or in any way injure or annoy them or conflict with the regulations of any public authority or with the terms of any insurance policy upon the building or its contents.
4. The Tenant shall not install or position any heavy equipment or article without first obtaining the written consent of the Landlord, such consent may prescribe the maximum weight and the position in which such heavy equipment or article may be placed or secured; the Tenant shall make good at the Tenant's expense all damage caused to the building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the Tenant has ownership, custody or control. Before any safe or heavy article is moved into the building due notice must be given to the Landlord and the moving of it in and about the building shall only be done under the supervision of the Landlord or Agent.
5. In the event of any emergency or other eventuality whereby the toilets or washrooms on any floor are not available for use the Landlord may temporarily withdraw the right of exclusive use of all or any of the toilet or washroom areas and services not affected so as to ensure availability of those facilities to all occupants of the building, and no rental adjustment will be made during such temporary arrangements.
6. In carrying goods or furniture in the lifts priority shall at all times be given to passenger traffic.
7. All doors and windows of the Premises shall be securely fastened on all occasions when the Premises are left unoccupied. The Landlord reserves the right for the Landlord's Agents, employees, servants and workmen to enter and fasten them if they are left unfastened or insecurely fastened.

PLEASE READ THIS LEASE THROUGH CAREFULLY BEFORE AND AFTER SIGNATURE

We hereby enter into this lease and agree to all its conditions.

SIGNED BY THE LANDLORD

in the presence of:

Teale Nader

Name of Witness

Signature of Witness

Signature of Landlord

SIGNED BY THE TENANT

in the presence of:

Josie Sullivan

Name of Witness

Signature of Witness

Signature of Tenant

SIGNED BY THE GUARANTOR

in the presence of:

Name of Witness

Signature of Witness

Signature of Guarantor

THE COMMON SEAL of

was hereunto affixed by the authority of the the Board of Directors and in the presence of:

Secretary

THE COMMON SEAL of

was hereunto affixed by the authority of the the Board of Directors and in the presence of:

Secretary

THE COMMON SEAL of

was hereunto affixed by the authority of the the Board of Directors and in the presence of:

Secretary

FORM OF SURRENDER OF LEASE

In consideration of \$ (the receipt of which is hereby acknowledged), I surrender and convey to the Landlord the lease to the intent that the residue of the term of the lease term shall merge in the reversion and be extinguished contemporaneously with the execution of this agreement.

Signed

Date / /

Witnessed

Date / /

Annexure to Lease

between

**Maincon Holdings Pty Limited and
Progroup Management Pty Ltd (Lessor)**

and

HSK Asset Management Pty Ltd (Lessee)

ABN 91 167 356 710

Special Conditions

Lease for Suite 2.17 (Lot 38) SP80947

1. Bond:

A bond of \$4,125.00 equal to (3) three months gross rental is to be paid to the Landlord. The Landlord holds this bond in trust jointly for the Landlord and tenant to be returned to the Tenant if the Tenant leaves the Premises in accordance with the lease.

or

The Tenant may lodge an Unconditional Bankers Guarantee in the same amount as security for the tenants' obligations.

The Lessor shall be entitled to recourse against the bond or bank guarantee for the failure of the Lessee to comply with the conditions of this Lease. In the event of the Lessee failing to comply with the terms and covenants of this Lease then the Lessor shall be entitled to retain the bond money or bank guarantee in satisfaction in whole or in part as to the loss or damage or breach of covenant under this Lease. The Lessee shall be entitled upon vacation of the premises where no deduction has been made by the Lessor to return of the Bank Guarantee.

Should the lessee choose to provide a bank guarantee and not a security bond then this document must:

- a) Be in the sum stated above in special condition 1 in favour of the Lessor name above "and their respective successors and assigns".
- b) Not contain an expiry date.
- c) If the guarantee states the purposes for which it is being provided, the purpose should be stated as being "in respect of obligations under a Lease of" the premises pertaining to this lease.
- d) Name the party providing the guarantee which must be the Lessee (or one of the Lessees) who is named in the Lease, not the trading name of the premises. If the name of the party providing the bank guarantee is not the Lessee who is named in this Lease, then the guarantee must state that it is provided in respect of the Lessee named on this lease's obligations under a Lease of premises at the leased premises.

2. GST:

The rental as expressed on page 1 of this document is inclusive of Goods and Services Tax (that is GST is included in the rental payment).

3. Outgoings:

The rent amount expressed on Page 1 of this document is gross rent including GST.

The Tenant is responsible for own electricity, telecommunications and other consumable items.

4. Lease Incentive:

Lessee to be granted 2 months gross rent free being months 1 and 2.

5. Cleaning:

The Lessee is responsible for keeping the premises clean including the interior of windows and balcony if applicable.

1 KK

Annexure to Lease
between
Maincon Holdings Pty Limited and
Progroup Management Pty Ltd (Lessor)
and
HSK Asset Management Pty Ltd (Lessee)
ABN 91 167 356 710

Special Conditions
Lease for Suite 2.17 (Lot 38) SP80947

6. Replacement of Light Bulbs, Tubes and Fittings:

The Lessee shall at its own expense promptly replace all broken, faulty or blown light bulbs, tubes and associated fittings from time to time with new bulbs, tubes and fittings of the same or similar kind.

7. Air-Conditioning:

The lessor warrants that the air-conditioning system to the premises is in working condition at lease commencement.

Air-conditioning servicing and maintenance is the direct responsibility of the lessee.

The lessee will take out a regular service contract with a suitably qualified contractor to ensure regular maintenance is carried out to avoid capital costs and provide copies of the relevant invoices to the landlord as proof of servicing and maintenance.

In the event the air-conditioning breaks down and the lessee cannot show proof of maintenance, the lessee shall be responsible for the associated capital costs to repair or replace the unit.

8. Parking:

The Lessor grants to the Lessee the exclusive use of one (1) designated car parking space located at the premises for the term of the lease ("Car Park Space"). The rental as expressed on page 1 of the lease is inclusive of the car parking fee for this Car Park Space.

9. Rent Reviews:

Annual Increase in the gross rental including car parking to the greater of CPI or 4%.

10. Utility Costs:

The Lessee shall be responsible for any and all costs associated with installation, connection and ongoing use of its own electricity, telephone, internal tenancy cleaning, excess water usage, internet, gas or any other relevant utilities or services as required by the Lessee.

11. Carpet Protection:

The Lessee agrees to use protective plastic mats under all chairs with wheels in order to avoid damage and severe wear to the carpet or hard flooring. The lessee also agrees to protect the floors whenever moving furniture or other heavy objects. The lessee agrees to repair any damage or severe wear to hard flooring or carpet caused by its failure to use plastic mats or to not protect the flooring when moving heavy objects.

Annexure to Lease
between
Maincon Holdings Pty Limited and
Progroup Management Pty Ltd (Lessor)
and
HSK Asset Management Pty Ltd (Lessee)
ABN 91 167 356 710

Special Conditions
Lease for Suite 2.17 (Lot 38) SP80947

12. Make Good:

The Lessee will be required to "make good" the premises at the completion of its occupancy, subject to fair "wear and tear".

Remove any data and electrical cabling and repair any holes or other damage that result from the removal.

The Lessee shall be required, totally at their own cost and in a workmanlike manner, to remove any fitouts installed by the lessee during the period of the tenancy, make good any damage caused to the premises including the carpet.

The Lessee agrees to repaint the premises in the original colour upon vacating the premises.

The lessee agrees to use protective mats underneath all chairs with wheels to avoid damage and severe wearing to the carpet.

The Lessee agrees to steam clean the carpets upon vacating the premises.

The Lessee agrees to have all air-conditioning units within the suite serviced and all air-con filters replaced as part of final make-good.

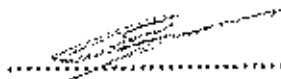
13. Holding Over:

Notwithstanding anything on page 1 of the Lease "Holding Over" and Clauses 29 and 30 of the Lease, in the event of the tenant holding over in possession of the premises with the consent of the landlord after the expiration of the Lease, then the tenant shall become a calendar monthly tenant of the premises on the same terms, covenants and conditions as are herein contained so far as they are applicable to a calendar monthly tenancy and such tenancy shall be determinable by one calendar month's notice which may be given by either party to the other party expiring at any time. The rent payable each calendar month by the tenant to the landlord under the tenancy created in this clause shall be the sum equivalent one twelfth of the annual rental payable immediately prior to expiration of this Lease plus the greater of CPI of 4% and annually thereafter.

14. Tenant's Acknowledgement

- a) The Tenant will be deemed to have satisfied itself with respect to the suitability of the Premises for its use or for any purpose for which the Premises may be used.
- b) The Tenant, at its expense, will comply with and observe any law or requirement of any local government, any relevant statutory authority and/or the Building (in which the Premises is located) concerning the Premises or arising out of the Tenant's use of the Premises.

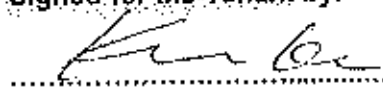
Signed for the Landlord by:


.....

Andrew Wise

Date: 20/12/16

Signed for the Tenant by:


.....

Name: KEVIN KYE

Date: 13 Dec 2016

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: MAINCON HOLDINGS PTY LTD & PROGROUP MANAGEMENT PTY LTD
Purchaser: J C J G HOLDINGS PTY LTD
Property: Suite 2.17, 32 Delhi Rd
Dated: 20 January 2017

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) Please provide details of outgoings or contributions to outgoings payable and the manner in which they have been calculated (e.g. base year figures).
 - (f) All rent and outgoings or contributions to outgoings should be paid up to or beyond the date of completion.
 - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
 - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
 - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
 - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
 - (k) Are there any sub-leases? If so, copies should be provided.
 - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994*?
If so:
 - (a) complete copies of the disclosure statements as required by that Act should be provided;
 - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
 - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
 - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
 - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
5. Is any part of their property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
6. If any tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

7. On completion the vendor should be registered as proprietor in fee simple of the property free from all caveats and encumbrances whether statutory or otherwise and recorded as the owner of the property on the strata roll, free from all other interests.
8. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
10. When and where may the title documents be inspected?
11. Are any fixtures, fittings or goods included in the sale subject to:
 - (a) any interest by way of mortgage charge, trust or power; or
 - (b) any right of removal in favour of a third party?

- If so, details must be given and any indebtedness or restriction or right discharged or removed prior to completion or title transferred unencumbered to the vendor prior to completion.
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the property must be provided.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922*, *Access to Neighbouring Land Act (2000)*, Section 88K of the *Conveyancing Act 1919*, Section 40 of the *Land & Environment Court Act 1979* or are there circumstances which would give rise to a notice or application under those Acts in respect of the property. If the answer is yes, please provide full details.
- Rates and taxes**
14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the property must be paid up to the date of completion and receipts produced.
15. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
- (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?
- Survey and building**
16. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
17. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
18. In respect of the property and the common property:
- (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 6 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
19. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
 - (b) flooding or dampness?
 - (c) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?
 - (d) asbestos, fibreglass or other material injurious to health having been used in the construction of the property?
- If so, please provide full details.
20. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
21. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 22.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991*?
23. Are any rainwater downpipes connected to the sewer?
- Affections, notices and claims**
24. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?

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

Owners corporation management

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

Capacity

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

Warranties and service contracts

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

Requisitions and transfer

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

Completion

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

