

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	COLLIE & TIERNEY REAL ESTATE 67 Lime Avenue Mildura VIC 3500	phone 03 5023 9919 fax 03 5021 1213 ref
co-agent	Not Applicable	phone fax ref
vendor	MID AREA NOMINEES PTY LTD (ABN 72 077 472 550) 164 Lime Avenue, Mildura VIC 3500	
vendor's solicitor	MARTIN IRWIN & RICHARDS LAWYERS 61 Deakin Avenue, Mildura VIC 3500 PO Box 4101, Mildura VIC 3502 DX 50022 Mildura email: enquiries@mirlawyers.com.au	phone 03 5023 7900 fax 03 5023 7560 ref DCON/DCON/245282 -2
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	32 ENTERPRISE WAY , BURONGA NSW 2739 Registered Plan: Lot 11 in Deposited Plan 877693 Folio Identifier Lot 11/DP877693 <input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commercial Building	
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"/> built-in wardrobes <input type="checkbox"/> clothes line <input type="checkbox"/> curtains	<input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> insect screens <input type="checkbox"/> other:	<input checked="" type="checkbox"/> light fittings <input type="checkbox"/> range hood <input type="checkbox"/> solar panels	<input type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
exclusions				
purchaser				
purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer	email:		phone fax ref	
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit bond** (clause 3) ☒ NO ☐ yes
Proposed electronic transaction (clause 30) ☐ no ☒ YES
 Parties agree that the deposit be invested (clause 2.9) ☒ 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)

Purchaser must make an *RW payment*: ☒ NO ☐ yes
 (residential withholding payment) (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

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

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

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

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

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

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

List of Documents

General

- ☒ 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 10.7(2) planning certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewerage lines location diagram (sewerage service 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 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 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

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 document relevant to off-the-plan sale

Other

- ☐ 58 Other:

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser 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 at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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 <i>TA Act</i> , 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>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the 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 <i>TA Act</i> ;
<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 22 of the Swimming Pools Regulation 2018).

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by 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 is paid; and
 - 7.2.6 if the parties do not appoint an arbitrator and neither party requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor serves a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not serve a notice waiving the *requisition* *within* 14 days after that service.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by 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, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 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.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 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;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - 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 Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; 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* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor 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 - 3) 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**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice 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* an information certificate issued after the contract date 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. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- 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) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 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 an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, 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;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 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 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*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 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 the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- 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 the effective date* –
- 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;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before 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 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 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 computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 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
 - 30.13.2 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>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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'</i> <i>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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing 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>ECNL</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 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 submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* 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 *FRCGW remittance*.
- 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* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

SPECIAL CONDITIONS NSW:

1. In the event of any discrepancy between these Special Conditions and the printed form of Contract these Special Conditions shall prevail.
2. No Clause or Special Condition hereof shall merge on completion where such clause may reasonably be construed as intended to have a continuing effect after completion.
3. The Purchaser acknowledges that in entering into this agreement the Purchaser does not rely upon any warranty or representation made by the Vendor or by any person on behalf of the Vendor except such as may be expressly provided herein or implied by virtue of Section 52A of the Conveyancing Act 1919 (as amended) but instead has relied entirely upon the Purchaser's own inquiries and inspection of the property and in consideration of the Vendor entering into this Contract, the parties expressly agree that this acknowledgment may be pleaded in bar to any action by the Purchaser against the Vendor at law or in equity for breach of any such warranty or representation.
4. Subject to the provisions of this Contract (and where not inconsistent with the provisions of Section 66L of the Conveyancing Act, 1919 as amended) the Purchaser acknowledges that he is purchasing the property in its present condition and state of repair subject to fair wear and tear pending completion.
5. The Purchaser having had the opportunity of comparing the land inspected by him with that described in the particulars of Title as the Title to such land shall take no objection make no requisition and claim no compensation by reason of any discrepancies between the actual area, boundaries, measurements or position of the land as occupied and the same as shown or described in the said particulars of title nor shall the Purchaser be entitled to call upon the Vendor to amend title or to bear or to contribute to the expense of any amendment of title.
6. This sale is subject to the property and the chattels being delivered to the Purchaser on the settlement date in their present state of repair (fair wear and tear excepted) but failure so to deliver the chattels shall only create a right to compensation.
7. 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 clause not been included herein should either party prior to completion:-
 - (a) Die or become so mentally ill that his or her affairs are liable to be administered by the Protective Commissioner prior to completion of this Contract, then the other party may by notice in writing to the Vendor or Purchaser as the case may be, rescind this Contract whereupon the provisions of Condition 19 shall apply and where there are more than one Vendor or Purchaser, then the provisions of this further condition shall apply where either the Vendor or Purchaser as the case may be shall die or become bankrupt prior to completion hereof.
 - (b) Be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into

liquidation or have a petition for winding up presented or enter into any scheme or arrangement with its creditors or should any liquidator, receiver or official manager be appointed in respect of the affairs of either party then that party shall be deemed to be in default hereunder whereupon the provisions of Condition 19 shall apply.

8. It is hereby expressly agreed between the parties that in the event of either party failing to complete this Contract by the due date then that party not in default shall be entitled to serve on the other party a Notice to Complete requiring that other party to so complete this agreement within fourteen (14) days from the date of service of such notice. For the purpose of this Agreement any such Notice to Complete shall be deemed both at law and in equity to be sufficient notice to make time of the essence of this agreement.
9. The Purchaser acknowledges that he is purchasing the property and shall take title thereto subject to existing Water, Sewerage, Drainage, Gas and Electricity, Telephone or other installations or services (hereinafter in the condition referred to as "any service") and shall not make any requisition, objection or claim for compensation in respect of:-
 - (a) the nature, location, availability or non availability of any service; or
 - (b) if any such service is a joint service with any other property or properties; or
 - (c) if any service for any other property or properties of the main, pipes, wires of connection therefore pass through or over the property and vice versa; or
 - (d) whether or not the property is subject to or has the benefit of any rights, easements or agreements in respect of any service of the mains, pipes or connections therefore.
10. The Purchaser agrees that for the purpose of printed condition 4.3 for this Contract:-
 - (a) that sufficient particulars of title for the preparation of the Transfer (and any covenant or easement agreed to be created by or with the Transfer) are contained in this Contract; and
 - (b) that he shall not request the Vendor to provide a statement of the Vendor's title to the land.
11. Upon completion, if applicable, the Vendor will hand to the Purchaser a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title to the property and will allow the Purchaser the registration fee payable on such Discharge of Mortgage or Withdrawal of Caveat and the Purchaser shall make no requisition or objection requiring the registration of such Discharge of Mortgage or Withdrawal of Caveat prior to completion.
12. If the Purchaser defaults in payment of the purchase money or any part of it or of any interest thereon or any other moneys payable to the Vendor under this Contract he shall pay interest at the rate of 12 % per annum on the amount in default from the date of such default until the default ceases without prejudice

however to the clause only time shall be, and be deemed to be, of the essence of this Agreement.

13. Notwithstanding any other provision of this agreement, if:

- (a) the deposit agreed to be paid or actually paid by the Purchaser is less than 10 per cent (10%) of the purchase price; and
- (b) by reason of default by the Purchaser, the Vendor becomes entitled to the deposit actually paid;

the Purchaser will immediately upon demand pay to the Vendor the difference between ten percent (10%) of the purchase price and the amount actually paid to the intent that a full ten percent (10%) of the purchase price is forfeitable by way of deposit on default.



FOLIO: 11/877693

SEARCH DATE	TIME	EDITION NO	DATE
18/11/2019	10:32 AM	4	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 11 IN DEPOSITED PLAN 877693
AT BURONGA
LOCAL GOVERNMENT AREA WENTWORTH
PARISH OF GOL GOL COUNTY OF WENTWORTH
TITLE DIAGRAM DP877693

FIRST SCHEDULE

MID AREA NOMINEES PTY LTD (T 6279638)

SECOND SCHEDULE (14 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 DP870775 EASEMENT FOR RIGHT OF CARRIAGEWAY FOR RISING MAIN TO
DRIAN WATER AND SEWAGE AND TO SUPPLY WATER TELEPHONE &
ELECTRICITY VARIABLE WIDTH APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 3 DP870775 EASEMENT TO DRAIN SEWAGE 3 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 4 DP870775 EASEMENT TO DRAIN WATER 3 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 5 DP873390 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 6 DP873390 EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP873390 EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 8 DP877693 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP877693 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 10 DP877693 EASEMENT FOR WATER SUPPLY 3 WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP877693 EASEMENT FOR WATER SUPPLY 3 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 12 DP877693 EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 6279639 MORTGAGE TO WESTPAC BANKING CORPORATION

END OF PAGE 1 - CONTINUED OVER

FOLIO: 11/877693

PAGE 2

SECOND SCHEDULE (14 NOTIFICATIONS) (CONTINUED)

14 AG728948 LEASE TO STATE PROPERTY AUTHORITY OF 32 ENTERPRISE
WAY, BURONGA. EXPIRES: 31/3/2015. OPTION OF RENEWAL: 5
YEARS (AND A FURTHER OPTION OF 5 YEARS).
AH543572 CHANGE OF NAME AFFECTING LEASE AG728948 LESSEE
NOW GOVERNMENT PROPERTY NSW

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

245282-2

PRINTED ON 18/11/2019

* 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 96B(2) of the Real Property Act 1900.

[illegible]

DP 877693

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 1 of 3 SHEETS

PART 1

Plan: DP 877693

**Subdivision of Lot 4 in
DP873390**

**Full name and address of
proprietor**

JOHN ERIC KELLY and MARGARET
KELLY, both of Irymple
in Victoria

- 1. Identity and Easement Firstly
referred to in abovementioned
plan**

**Easement for Drainage
of Sewage 3 wide**

Schedule of lots etc affected

Lot burdened	Lot benefited
4	All Lots
5	All Lots
10	All Lots
11	All Lots
12	All Lots
13	All Lots

- 2. Identity of Easement Secondly
referred to in abovementioned
plan**

**Easement for
Water Supply 3 Wide**

Schedule of lots etc affected

Lot burdened	Lot benefited
10	All Lots
11	All Lots

- 3. Identity of Easement Thirdly
referred to in abovementioned**

**Easement for Drainage of
of Sewage Variable Width**

Schedule of lots etc affected

Lot burdened	Lot benefited
10	All Lots

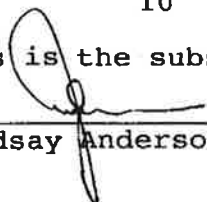
- 4. Identity of Restriction Fourthly
referred to in abovementioned plan**

Restriction as to User

Schedule of lots etc affected

Lot burdened	Lot benefited
6	All Lots
7	All Lots
9	All Lots
10	All Lots

This is the substituted sheet of Sheet 1 of a 3 Sheet Instrument


Lindsay Anderson, Solicitor for JOHN ERIC KELLY & MARGARET KELLY

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**


Lengths are in metres
Sheet 2 of 3 Sheets


PART 2

Plan: **DP 877693** Subdivision of Lot 4 in
D.P. 873390

1. **Terms of Easement for Drainage Sewage 3 wide firstly referred to in the abovementioned plan - the extended meaning given by the Conveyancing Act.**
2. **Terms of Easement for Water Supply 3 wide secondly referred to in the abovementioned plan - the extended meaning given by the Conveyancing Act.**
3. **Terms of Easement for Drainage of Sewage Variable Width thirdly referred to in the abovementioned plan - the extended meaning given by the Conveyancing Act.**
4. **Terms of Easement for Restriction as to User fourthly referred to the abovementioned plan:**
 - (a) Not to use the lot other than for residential purposes.
 - (b) Excepting lots 4, 5 & 8 - Not to erect on the lot more than one main building being a dwelling house having an interior floor area of not less than 135 square metres.
 - (c) Not to erect any building on the lot with more than 50% of the external walls of any material other than brick (other than mud brick) brick veneer stone terra cotta block solid or concrete block or other similar building unit or a combination of same laid up unit by unit and set in mortar.
 - (d) Not to erect on the lot any building (other than usual outbuildings) which has previously been erected or constructed or built on any other land or constructed wholly or substantially for transportation to a building site.

This is Sheet 2 of a 3 Sheet Instrument


John Eric KELLY


Margaret Kelly

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres
Sheet 3 of 3 Sheets

PART 2 - Continued

Plan: **DP 877693**

Subdivision of Lot 4 in
D.P. 873390

- (e) Not to erect any fence:
(i) On any part of the front boundary of any lot
(ii) On either side of any lot within 7.62m of the front boundary thereof
(iii) Other than of brick, stone, timber, wrought iron or ovenbaked zincalume steel.
- (f) Not to erect on the lot any outbuilding of any material other than brick brick veneer stone terra cotta block solid or hollow concrete block or ovenbaked or zincalume steel with dimensions not less than 15 metres in length 7.5 meters in width and 3.5 metres in height.

SIGNED by the said JOHN ERIC KELLY)
MARGARET KELLY in the presence of:)
who are personally known to me:)

Signature of Witness

Full Name of Witness

Qualification of Witness

L. E. Anderson
Ryan Maloney Anderson
70 Deakin Avenue, Mildura
current practitioner within
the meaning of the Legal
Practice Act 1996.

**NATIONAL AUSTRALIA BANK, the Mortgagee under Instrument of
Mortgage No. 3586537 HEREBY CONSENTS to the within Instrument**

Executed on behalf of NATIONAL AUSTRALIA
BANK LIMITED by its Attorney
Bryan Stanley Cameron
under Power of Attorney dated
a certified copy of which is filed in
Permanent Order Book 27, page 3)
who states that he holds the office
of the Bank indicated under his
signature in the presence of:

MANAGER
NATIONAL AUSTRALIA BANK
LIMITED

20-7-1998

Req:R266669 /Doc:DP 0870775 P /Rev:28-Aug-1997 /NSW LRS /Pgs:ALL /Prt:18-Nov-2019 10:33 /Seq:1 of 1
 © Office of the Registrar-General /Src:INFOTRACK /Ref:245282-2

PLAN FORM 2

SIGNATURE AND SEALS ONLY

Plan Drawing only to appear in this space

OFFICE USE ONLY

Crown Land Office Approval

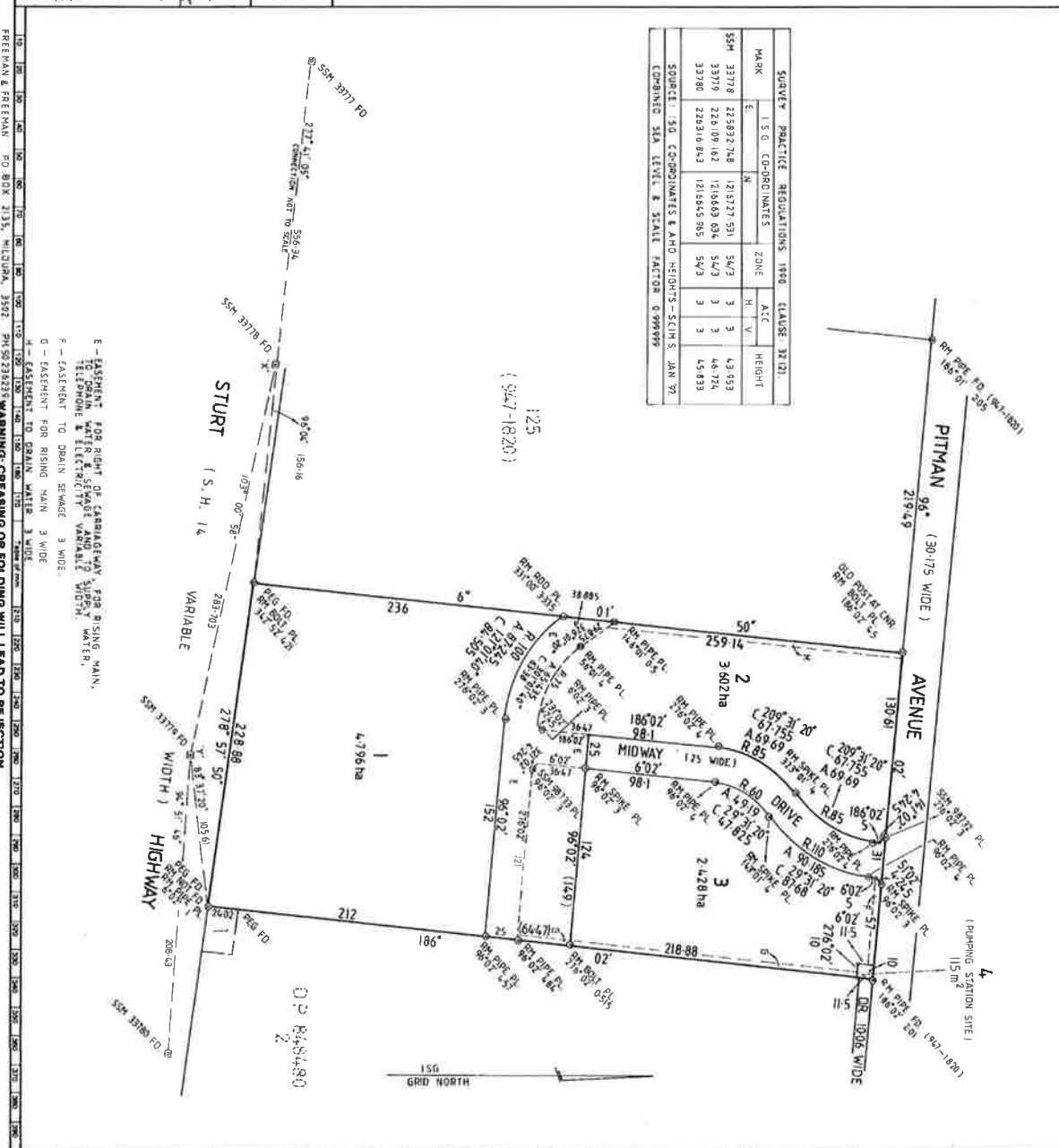
Land Owner: **Robert Bruce Freeman**
 Project: **Subdivision of Lot 124 in DP 736946**

Council's Certificate

Under section 156(1) of the Local Government Act 1995 (NSW) the Council has considered the application for a Certificate of Title for the subdivision of Lot 124 in DP 736946 and has resolved to issue a Certificate of Title for the subdivision of Lot 124 in DP 736946.

Local Government: **Wentworth Council**
 Council Meeting: **18/11/1997**
 Resolution: **15/11/1997**

Surveyor: **David J. Freeman**
 Date: **18/11/1997**



REGISTERED
 CA No. 18/97 OF 11-8-1997

THE SYSTEM: TORRENS

PURPOSE: SUBDIVISION

Ref. Map: BURONGA SH. 1st

Last Plan: 947, 1820

PLAN OF SUBDIVISION OF LOT 124 IN DP 736946

LEGEND:

1. **ROBERT BRUCE FREEMAN**
 2. **LANGSTRE AVENUE, MILDURA**
 3. **STURT STREET, MILDURA**
 4. **MILDURA**

LOCALITY: BURONGA

Parish: GOL GOL

County: WENTWORTH

Scale: 1:1000

Notes:

1. THE SUBDIVISION OF LOT 124 IN DP 736946 IS INTENDED TO BE USED FOR RESIDENTIAL PURPOSES.

2. THE SUBDIVISION OF LOT 124 IN DP 736946 IS INTENDED TO BE USED FOR RESIDENTIAL PURPOSES.

3. THE SUBDIVISION OF LOT 124 IN DP 736946 IS INTENDED TO BE USED FOR RESIDENTIAL PURPOSES.

4. THE SUBDIVISION OF LOT 124 IN DP 736946 IS INTENDED TO BE USED FOR RESIDENTIAL PURPOSES.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 1 of 5 SHEETS

PART 1

Plan: **DP 870775**

Subdivision of Lot 124 in
DP756946

Full name and address of
proprietor of Lots 124
in DP756946

JOHN ERIC KELLY and MARGARET
KELLY, both of Irymple
in Victoria

1. Identity and easement
referred to in abovementioned
plan

Easement for Right of
Carriageway, for Rising
Main, to Drain Water and
Sewage and to Supply Water,
Telephone & Electricity
Variable Width

Schedule of lots etc affected

Lot burdened

1
2
3
4

Lot benefited

(Wentworth Shire
Council, Telstra
(and Australian
Inland Energy
{ 1
3

2. Identity and easement
referred to in abovementioned
plan

Easement to Drain Sewage
3 Wide

Schedule of lots etc affected

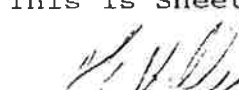
Lot burdened


3

Lot benefited

(Wentworth Shire Council
{ 1
2

This is Sheet 1 of a 6 Sheet Instrument


John Eric KELLY


Margaret Kelly

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 2 of 5 SHEETS

Plan: **DP 870775**

Subdivision of Lot 124
in DP 756946

3. Identity and easement
referred to in abovementioned
plan

Easement for Rising Main
3 Wide

Schedule of lots etc affected

Lot burdened

Lot benefited

Wentworth Shire Council
Wentworth Shire Council

4. Identity and easement
referred to in abovementioned
plan

Easement to Drain
Water 3 Wide

Schedule of lots etc affected

Lot burdened

Lot benefited

Wentworth Shire
Council

This is Sheet 2 of a 5 Sheet Instrument

John Eric KELLY

Margaret Kelly

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 3 of 5 SHEETS

Plan: **DP 870775**

Subdivision of Lot 124
in DP 756946

PART 2

**1. TERMS OF EASEMENT FOR RIGHT OF CARRIAGEWAY, FOR RISING MAIN,
TO DRAIN WATER & SEWAGE AND TO SUPPLY WATER, TELEPHONE &
ELECTRICITY VARIABLE WIDTH.**

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.


and

Full and free right for every person (the Grantee) who is at anytime entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by the grantee from time to time and at all times for the purpose of rising mains and drainage and supply of water and sewage by means of pipes to drain and/ or convey water across and through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line or lines or pipes already laid or pipes laid or constructed in replacement or substitution therefor together with the right for the grantee and every person authorised by the grantee with any tools implements 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, cleaning, repairing, maintaining or renewing any such rising mains, pipelines or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and all persons authorised by the grantee shall take all necessary precautions to ensure as little disturbance as possible to the surface of the servient tenement

3. TERMS OF EASEMENT FOR RISING MAIN 3 WIDE

Full and free right for every person (the Grantee) who is at anytime entitled to an estate or interest in possession in the

This is sheet 3 of a 5 sheet document


John Eric KELLY


Margaret Kelly

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 4 of 5 SHEETS

Plan:

DP 870775

**Subdivision of Lot 124
in DP 756946**


PART 2 (cont.)

and herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by the grantee from time to time and at all times for the purpose of rising mains and drainage and supply of water and sewage by means of pipes to drain and/ or convey water across and through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line or lines or pipes already laid or pipes laid or constructed in replacement or substitution therefor together with the right for the grantee and every person authorised by the grantee with any tools implements 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, cleaning, repairing, maintaining or renewing any such rising mains, pipelines or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and all persons authorised by the grantee shall take all necessary precautions to ensure as little disturbance as possible to the surface of the servient tenement

4. TERMS OF EASEMENT TO DRAIN WATER 3 WIDE

Full and free right for every person (the Grantee) who is at anytime entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by the grantee from time to time and at all times by means of pipes to drain sewage across and through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line or lines or pipes already laid or pipes laid or constructed in replacement or substitution therefor together with the right for the grantee and every person authorised by the grantee with any tools implements 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, cleaning, repairing, maintaining or renewing any such pipelines or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and all persons authorised by the grantee shall take all necessary precautions to ensure as little disturbance as possible to the surface of the servient tenement

This is sheet 4 of a 4 sheet Instrument


John Eric Kelly


Margaret Kelly

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 5 of 5 SHEETS

Plan: **DP 870775**

Subdivision of Lot 124 in
DP 756946

SIGNED by the said JOHN ERIC KELLY)
MARGARET KELLY in the presence of:)
who is personally known to me:

[Handwritten signatures of John Eric Kelly and Margaret Kelly]

[Handwritten signature of Corinne Julie O'Halloran]

CORINNE JULIE
O'HALLORAN

Signature of Witness

Name of Witness

Qualification of Witness.

*Justice of Peace
NSW*

DESMOND STANLEY BROADSTOCK, the Mortgagee under Instrument of
Morgage No. 3092552 HEREBY CONSENTS to the within Instrument

SIGNED by the said DESMOND STANLEY)
BROADSTOCK in the presence of:)
who is personally known to me:

[Handwritten signature of Desmond Stanley Broadstock]

who is personally known to me:

[Handwritten signature of Bryn Bynes]

Signature of Witness

Name of Witness

Bryn Bynes

Qualification of Witness.

Clerk to Legal Practitioners.

REGISTERED  26 8-1997

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 1 of 5 SHEETS

PART 1

DP 873390

**Subdivision of Lot 1 in
DP870775**

**Full name and address of
proprietor of Lot 1 in
DP870775**

**JOHN ERIC KELLY and MARGARET
KELLY, both of Irymple
in Victoria**

**1. Identity and easement
referred to in abovementioned
plan**

**Right of Access and Easement
for Services 25 Wide and
Variable Width**

Schedule of lots etc affected

Lot burdened
4

Lot benefited
(Wentworth Shire
Council and all the
lots in the
(subdivision 1, 2, 3)

**2. Identity and easement
referred to in abovementioned
plan**

**Easement for Drainage
of Sewage 3 Wide**


Schedule of lots etc affected

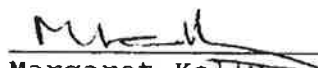
Lot burdened
3

Lot benefited
Wentworth Shire Council
and all the lots in the
subdivision

- 1, 2, 4

This is Sheet 1 of a 6 Sheet Instrument


John Eric KELLY


Margaret Kelly

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 2 of 5 SHEETS

Plan: DP 873390

**Subdivision of Lot 1
in DP870775**

**3. Identity and easement
referred to in abovementioned
plan**

**Easement for Drainage of
Sewage Variable Width**

Schedule of lots etc affected

Lot burdened

2

Lot benefited

**Wentworth Shire Council
and all the other lots
in the subdivision**

- 1, 3, 4

**4. Identity and easement
referred to in abovementioned
plan**

**Easement for Rising Main
3 Wide**

Schedule of lots etc affected

Lot burdened

1

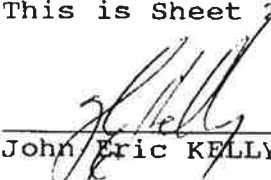
Lot benefited


Wentworth Shire Council

**5. Identity and easement
referred to in abovementioned
plan**

**Easement for Electricity
Purposes 3 Wide**

This is Sheet 2 of a 5 Sheet Instrument


John Eric KELLY


Margaret Kelly

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 3 of 5 SHEETS

Plan: **DP873390**

Subdivision of Lot 1
in DP870775

Schedule of lots etc affected

Lot burdened

2

Lot benefited

Australian Inland Energy
and all the other lots
in the subdivision

PART 2

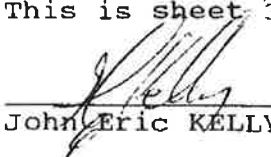
- 1, 3, 4


**1. TERMS OF EASEMENT FOR RIGHT OF ACCESS AND EASEMENT FOR
SERVICES 25 WIDE AND VARIABLE WIDTH.**

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.
and

Full and free right for every person (the Grantee) who is at anytime entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by the grantee from time to time and at all times for the purpose of council works, telephone, electricity, drainage and supply of water and sewage, telephone, electricity and council works by means of pipes to drain and/ or convey water across and through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line or lines or pipes already laid or pipes laid or constructed in replacement or substitution therefor together with the right for the grantee and every person authorised by the grantee with any tools implements 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, cleaning, repairing, maintaining or renewing any such pipelines, lines or council works or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and all persons authorised by the grantee shall take all necessary precautions to ensure as little disturbance as possible to the surface of the servient tenement

This is sheet 3 of a 5 sheet document


John Eric KELLY


Margaret Kelly

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 4 of 5 SHEETS

Plan: **DP 873390**

Subdivision of Lot 1 in DP
870775

PART 2 (cont.)

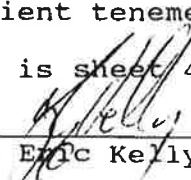
4. TERMS OF EASEMENT FOR RISING MAIN 3 WIDE

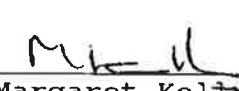
Full and free right for every person (the Grantee) who is at anytime entitled to an estate or interest in possession in the and herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by the grantee from time to time and at all times for the purpose of rising mains and drainage and supply of water and sewage by means of pipes to drain and/ or convey water across and through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line or lines or pipes already laid or pipes laid or constructed in replacement or substitution therefor together with the right for the grantee and every person authorised by the grantee with any tools implements 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, cleaning, repairing, maintaining or renewing any such rising mains, pipelines or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and all persons authorised by the grantee shall take all necessary precautions to ensure as little disturbance as possible to the surface of the servient tenement

5. EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE

Full and free right for every person (the Grantee) who is at anytime entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by the grantee from time to time and at all times by means of lines across and through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line or lines already laid or lines laid or constructed in replacement or substitution therefor together with the right for the grantee and every person authorised by the grantee with any tools implements 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, cleaning, repairing, maintaining or renewing any such lines or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and all persons authorised by the grantee shall take all necessary precautions to ensure as little disturbance as possible to the surface of the servient tenement

This is sheet 4 of a 4 sheet Instrument


John Eric Kelly


Margaret Kelly

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USE BE CREATED PURSUANT
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 5 of 5 SHEETS

Plan: **DP 873390**

Subdivision of Lot 1 in
DP 870775

SIGNED by the said JOHN ERIC KELLY)
MARGARET KELLY in the presence of:)
who are personally known to me:



CORINNE JULIE O'HALLORAN

Signature of Witness

Name of Witness

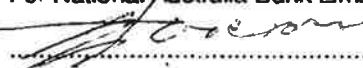
JUSTICE OF PEACE

Qualification of Witness.

NATIONAL AUSTRALIA BANK, the Mortgagee under Instrument of
Mortgage No. **3586537** HEREBY CONSENTS to the within Instrument

To the Registrar of Titles
Please register this Application for
Plan of Subdivision
and upon completion return all Titles
to issue to National Australia Bank Limited.
For National Australia Bank Limited

N.A.B.



..... Manager

Executed on behalf of NATIONAL AUSTRALIA)
BANK LIMITED by its Attorney)
Brian Stank, ()
under Power of Attorney dated)
(certified copy of which is filed in)
Permanent Order Book 277 at Page 3.)
who states that he holds the office)
of the Bank indicated under his)
signature in the presence of:)



MANAGER
NATIONAL AUSTRALIA BANK
LIMITED

REGISTERED



12.12.1997

Form: 10CN
Release: 5-2

CHANGE OF NA

New South Wales
Real Property Act 1900



AH543572U

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

(B) REGISTERED DEALING

(C) LODGED BY

Extra \$1122 fee raised

(D) REGISTERED PROPRIETOR

(E) NEW NAME

Number See Annexure A			Torrens Title See Annexure A		
Document Collection Box 707D	Name, Address or DX, Telephone, and Customer Account Number if any DEPT. OF FINANCE & SERVICE, RAWSON PLACE, SYDNEY ALPN 1235195				CODE CN
Reference: PM NAME CHANGE.					
Whose name is to be changed; show the name as it currently appears on the Torrens Title State Property Authority					
Of the above registered proprietor in full Government Property NSW (ABN 91 840 597 406)					

(F) The registered proprietor of the above registered dealing applies to have its new name recorded in the Register in respect of that registered dealing and hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application.

(G) STATUTORY DECLARATION BY THE APPLICANT*

1. Greg Stilianou, level 9, 4-6 Blich Street, Sydney, NSW, Al Mangru, Legal Services, GPNSW solemnly and sincerely declare that—

1. I am State Property Authority is same as Government Property NSW

2. on at in the SELECT
I married

3. On 12/12/2012 State Property Authority changed its name to Government Property NSW when Pt 2.8, Sch 2, Environmental Planning & Assessment Amendment Act 2012 commenced

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900, and I certify this application to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Sydney in the State of New South Wales on 23 January 2013
in the presence of VERNICA LM of 4-6 Blich St, Sydney

☐ Justice of the Peace (J.P. Number:) ☒ Practising Solicitor

☐ Other qualified witness [specify]

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

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and

2. I have known the person for at least 12 months OR I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was a DRIVER'S LICENCE [Omit ID No.]

Signature of witness:

Signature of applicant:

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

(H) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing


Dealing	Title References
6231950	Folio Identifier 38/868462
6818346	Folio Identifier 1/399104; Folio Identifier AY/400258
6975859	Folio Identifier 543/45472
AG455156	Folio Identifier 1/LF297
AG455157	Folio Identifier 2/LF297
AG455140	Folio Identifier 4/LF297
AG455141	Folio Identifier 5/LF297
AG455142	Folio Identifier 6/LF297
AG455143	Folio Identifier 7/LF297
AG455144	Folio Identifier 8/LF297
AG455148	Folio Identifier 9/LF297
AG455149	Folio Identifier 10/LF297
AG455150	Folio Identifier 11/LF297
AG455151	Folio Identifier 12/LF297
AG455152	Folio Identifier 13/LF297
AG106234	Folio Identifier 13/620602
8596135	Folio Identifier C/39211
8977563	Folio Identifier 3/1005490
9127842	Folio Identifier 1/1028931
9214904	Folio Identifier 63/LF377
9214905	Folio Identifier 64/LF377
9214906	Folio Identifier 65/LF377
9214907	Folio Identifier 66/LF377
9214908	Folio Identifier 67/LF377
9214909	Folio Identifier 68/LF377
9214910	Folio Identifier 69/LF377
9214911	Folio Identifier 70/LF377
9214912	Folio Identifier 71/LF377
9214913	Folio Identifier 72/LF377
9215605	Folio Identifier 50/LF377
9215606	Folio Identifier 104/LF377
9215607	Folio Identifier 58/LF377
9215608	Folio Identifier 59/LF377
9215609	Folio Identifier 60/LF377

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

9215810 Folio Identifier 61/LF377
9215611 Folio Identifier 62/LF377
9366621 Folio Identifier 11/LF377
9511764 Folio Identifier 50/1059553
AH66790 Folio Identifier 2/778411
9910970 Auto Consol Vol 4763 Fol 6
AG568426 Folio Identifier 3/778411
AA12265 Folio Identifier 12/LF291
AA12266 Folio Identifier 13/LF291
AH73035 Folio Identifier 1/1109323
AA375393 Folio Identifier 2/6262; Folio Identifier 5/6262; Folio Identifier 1/556722; Folio Identifier 2/556722; Folio Identifier 1/971932
AA375398 Folio Identifier 2/6262; Folio Identifier 5/6262; Folio Identifier 1/556722; Folio Identifier 2/556722; Folio Identifier 1/971932
 AH543516 ~~AA382889~~ Folio Identifier 11/1091022
AA40818 Folio Identifier 547/48407
AA475019 Folio Identifier 2/6262; Folio Identifier 5/6262; Folio Identifier 1/556722; Folio Identifier 2/556722; Folio Identifier 1/971932
AA475022 Folio Identifier 2/6262; Folio Identifier 5/6262; Folio Identifier 1/556722; Folio Identifier 2/556722; Folio Identifier 1/971932
AA593449 Folio Identifier 433/839352
AA630174 Folio Identifier 100/623192
AA717629 Folio Identifier 14/1062447
AG16435 Folio Identifier 10/848916
AA927577 Folio Identifier 22/1034386
AA991719 Folio Identifier E/410515
AG485037 Folio Identifier 200/739048
AG823435 Folio Identifier 1/633257 + AG823433
AG823434 Folio Identifier 1/633257
AB159997 Folio Identifier 2/1051969
AG515158 Folio Identifier 31/SP60557
AB234470 Folio Identifier 2/6262; Folio Identifier 5/6262; Folio Identifier 1/556722; Folio Identifier 2/556722; Folio Identifier 1/971932
AB241970 Folio Identifier 23/LF316
AB241971 Folio Identifier 25/LF316
AB241972 Folio Identifier 24/LF316
AB250976 Folio Identifier 1/707635; Folio Identifier 17/3/759073

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing





AB275578	Folio Identifier 1/1006894
AB275579	Folio Identifier 1/1006894
AG477315	Folio Identifier 1/839201
AB366509	Folio Identifier 100/861850
AB38803	Folio Identifier 1/65462; Folio Identifier 1/446552; Folio Identifier 1/86740; Folio Identifier 2/85252; Auto Consol Vol 12737 Fol 182
AB38804	Folio Identifier 1/65462; Folio Identifier 1/446552; Folio Identifier 1/86740; Folio Identifier 2/85252; Auto Consol Vol 12737 Fol 182
AB38805	Folio Identifier 1/65462; Folio Identifier 1/446552; Folio Identifier 1/86740; Folio Identifier 2/85252; Auto Consol Vol 12737 Fol 182
AB38806	Folio Identifier 1/65462; Folio Identifier 1/446552; Folio Identifier 1/86740; Folio Identifier 2/85252; Auto Consol Vol 12737 Fol 182
AB38807	Folio Identifier 1/65462; Folio Identifier 1/446552; Folio Identifier 1/86740; Folio Identifier 2/85252; Auto Consol Vol 12737 Fol 182
AF628271	Folio Identifier 100/786799
AB450673	Folio Identifier 26/LF316
AB459172	Folio Identifier 14/SP44119
AB489693	Folio Identifier 11/809434
AB513975	Folio Identifier 4/DP262967
AB549210	Folio Identifier 21/805677
AB549211	Folio Identifier 21/805677
AG233174	Folio Identifier 3/SP73108
AB555714	Folio Identifier 18/C/7328
AB555715	Folio Identifier 18/C/7328
AB584074	Folio Identifier 620/1150537
AB598330	Folio Identifier 21/805677
AB668918	Folio Identifier 156/815947
AG924499	Folio Identifier 5/1029943
AB696067	Folio Identifier 2/34160
AG428645	Folio Identifier B/328348
AB814337	Folio Identifier 1/1006894
AB839753	Folio Identifier 1/510444
AB849278	Folio Identifier 101/703679
AB849279	Folio Identifier 101/703679
AB849280	Folio Identifier 101/703679
AB849281	Folio Identifier 101/703679
AB849282	Folio Identifier 101/703679

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AB904124 Folio Identifier 3/1005490
AG595057 Folio Identifier 1/726167
AB961499 Folio Identifier 1/773378
 AC101028 Folio Identifier ²⁴LE/425
AG847718 Folio Identifier B/901036
AC123066 Folio Identifier 1/999194; Folio Identifier 2/999194; Folio Identifier 3/999194; Folio Identifier 4/999194
AC138701 Folio Identifier 394/747410
AH49778 Folio Identifier 100/718727
AH105344 Folio Identifier 50/1035291
AG27315 Folio Identifier 11/877594
AG597896 Folio Identifier 101/737369
AC175737 Folio Identifier 1/924919
AC177538 Folio Identifier 1/1109323
 ~~AG191282 Folio Identifier 2/878413~~
AC195212 Folio Identifier 1/629644
AC195213 Folio Identifier 1/629644
AH528442 Folio Identifier 2/1119257
AH528443 Folio Identifier 2/1119257
AH528444 Folio Identifier 2/1119257
AH528445 Folio Identifier 2/1119257
AH528446 Folio Identifier 2/1119257
AH528447 Folio Identifier 2/1119257
AH528448 Folio Identifier 2/1119257
AH528449 Folio Identifier 2/1119257
AH528450 Folio Identifier 2/1119257
AH528451 Folio Identifier 2/1119257
AH528452 Folio Identifier 2/1119257
AH528453 Folio Identifier 2/1119257
AH528454 Folio Identifier 2/1119257
AH528455 Folio Identifier 2/1119257
AC205614 Folio Identifier 16/832440
AC219794 Folio Identifier B/31524
AG880015 Folio Identifier 1/726705; Folio Identifier 9/40398
 ~~AG539546 Folio Identifier 20/LE/208~~
 ~~AC280020 Folio Identifier 10/LE/375~~

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

R ~~AC280030 — Folio Identifier 11/LF375~~
R ~~AC280031 — Folio Identifier 12/LF375~~
R ~~AC280032 — Folio Identifier 13/LF375~~
R ~~AC280034 — Folio Identifier 15/LF375~~
R ~~AC280035 — Folio Identifier 16/LF375~~
R ~~AC280036 — Folio Identifier 17/LF375~~
R ~~AC280037 — Folio Identifier 18/LF375~~
R ~~AC280038 — Folio Identifier 19/LF375~~
R ~~AC280039 — Folio Identifier 20/LF375~~
R ~~AC280040 — Folio Identifier 21/LF375~~
R ~~AC280041 — Folio Identifier 22/LF375~~
R ~~AC280042 — Folio Identifier 23/LF3752~~
AG646628 Folio Identifier X/163367
AC290983 Folio Identifier 50/1059553
AG661949 Folio Identifier 50/1059553
AG661950 Folio Identifier 50/1059553
AG661951 Folio Identifier 50/1059553
AC316319 Folio Identifier 55/LF346
AC316320 Folio Identifier 57/LF346
AC316321 Folio Identifier 15/LF346
AC341427 Folio Identifier 1/579575
AC341429 Folio Identifier 1/579575
AH82751 Folio Identifier 2/588790; Folio Identifier A/320303
AG572310 Folio Identifier 1/801479
AH205520 Folio Identifier 1/1066670
AC423760 Folio Identifier 22/703102
AC42468 Folio Identifier 2/815086
AG948380 Folio Identifier 1/110461; Folio Identifier 1/110561
AH40052 Folio Identifier 3/537939
AC458064 Auto Consol Vol 14678 Fol 155
AG392116 Folio Identifier 7/30884
AG677446 Folio Identifier 10/715443
AG677447 Folio Identifier 10/715443
AG677448 Folio Identifier 10/715443
R ~~AG495670 — Folio Identifier 2/878413~~

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

~~AG551858 Folio Identifier 2/609564~~

AC50841 Folio Identifier 1/733920

AC52228 Folio Identifier 1/770587

AG675888 Folio Identifier 110/873120

AG694483 Folio Identifier 1/435893

AG49191 Folio Identifier 44/SP62797; Folio Identifier 46/SP62797

AG491366 Folio Identifier X/163367

AG416559 Folio Identifier 2/SP41241

AC615933 Folio Identifier 14/1001462

AC635978 Folio Identifier 394/747410

AC645731 Folio Identifier B/328348

AC646988 Folio Identifier 6/LF291

AC646989 Folio Identifier 15/LF291

AC646990 Folio Identifier 19/LF291

AC646991 Folio Identifier 20/LF291

AC694020 Folio Identifier 1/770587

AC716430 Folio Identifier 11/830492

AC741366 Folio Identifier 7/SP15229

AC741603 Folio Identifier 1/194580

AC748288 Folio Identifier 14/1169138

AC748325 Folio Identifier 44/LF221

AC766438 Folio Identifier 2/SP76788

AC767940 Folio Identifier 3/558177

AC779915 Folio Identifier X/420705

AC779916 Folio Identifier X/420705

AC779917 Folio Identifier X/420705

AC780854 Folio Identifier 16/832440

AG775453 Folio Identifier 3/85/758144

AG669709 Folio Identifier 1/1028542

AG669708 Folio Identifier 1/1028542

AG790314 Folio Identifier 1/839718

AH234010 Folio Identifier 1/850632

AC80247 Folio Identifier 101/737369

AH74270 Folio Identifier 66/SP75812

AG823433 Folio Identifier 1/633257

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AG512525	Folio Identifier 91/1041261
AC877193	Folio Identifier 1/1006894
AC900872	Folio Identifier 101/703679
AH44179	Folio Identifier 1/770587
AH69273	Folio Identifier 1/1087458
AC937590	Folio Identifier 1/748092
AC937602	Folio Identifier 1/748092
AC938121	Folio Identifier 101/832000
AC938122	Folio Identifier 101/832000
AG652614	Folio Identifier A/383857
AC958497	Folio Identifier 64/LF339
AC963220	Folio Identifier 18/LF357
AH332579	Folio Identifier 12/789825
AC967231	Folio Identifier 1/1105058
AC977029	Auto Consol Vol 13410 Fol 220
AC977030	Auto Consol Vol 13410 Fol 220
AC98119	Folio Identifier 12/2/3136
AC98123	Folio Identifier 12/2/3136
AC982174	Folio Identifier 1/1087458
AC995195	Folio Identifier 16/832440
AC996090	Folio Identifier 10/1094698
AH412470	Folio Identifier C/414198
AD117682	Folio Identifier 19/23/758258; Folio Identifier 20/23/758258
AD125167	Folio Identifier 5/854887
AG387537	Folio Identifier 4/SP60049
AG817840	Folio Identifier 24/46/758817
AH31065	Folio Identifier 1/86605; Folio Identifier 1/233405; Folio Identifier 2/589622; Folio Identifier 3/589622
AD147215	Folio Identifier 48/LF306
AF695899	Folio Identifier 47/LF306
AF695888	Folio Identifier 50/LF306
AD147216	Folio Identifier 49/LF306
AH285138	Folio Identifier 1/363437
AD20978	Folio Identifier 7/LF204
AE595361	Folio Identifier 5/LF204
AF409208	Folio Identifier 4/LF204

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AG70700	Folio Identifier 1/87281
AH142585	Folio Identifier 1/995881
AD246096	Folio Identifier 101/737369
AD266791	Folio Identifier 13/LF290
AD291995	Folio Identifier 120/790331
AH434421	Folio Identifier 1/802068
AD295577	Folio Identifier 1/87319
AD295578	Folio Identifier 1/87319
AD295579	Folio Identifier 1/87319
AD295580	Folio Identifier 1/87319
AD295581	Folio Identifier 1/87319
AD295582	Folio Identifier 1/87319
AD313604	Folio Identifier 14/SP65391
AD323349	Folio Identifier 2/6262; Folio Identifier 5/6262; Folio Identifier 1/556722; Folio Identifier 2/556722; Folio Identifier 1/971932; Folio Identifier 1/6262
AD348520	Folio Identifier 2/1033465
AD349698	Folio Identifier 1/1109323
AG231311	Folio Identifier 37/LF316
AD375222	Folio Identifier 1/1109323
AD396206	Folio Identifier 2/SP32071
AD399683	Folio Identifier 100/595110
AD40130	Folio Identifier 12/789825
AD403887	Folio Identifier 25/793595
AD414449	Folio Identifier 122/1047367
AD414450	Folio Identifier 122/1047367
AD414451	Folio Identifier 122/1047367
AD414453	Folio Identifier 122/1047367
AD421704	Folio Identifiers 32/LF269 & 42/LF269
AH270508	Folio Identifier 16/SP65391
AH270499	Folio Identifier 17/SP65391
AH270520	Folio Identifier 18/SP65391
AH270522	Folio Identifier 19/SP65391
AD436700	Folio Identifier 1/1087458
AD439298	Folio Identifier 1/75550
AD439299	Folio Identifier 1/75550
AD439300	Folio Identifier 1/75550

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AD45456	Folio Identifier 2/708441
AD459658	Folio Identifier A/388751
AF982435	Folio Identifier 1/344815
AH378033	Folio Identifier 1/845227
AD512082	Folio Identifier 14/1112768
AG856387	Folio Identifier 4/845346
AD514822	Folio Identifier 8/SP77285
AH275119	Folio Identifier 201/791864
AD543594	Folio Identifier 76/DP11157
AD563604	Folio Identifier 1/708108
AG250614	Folio Identifier 1/SP75484; Folio Identifier 40/SP81919
AD582093	Folio Identifier 1/883423; Folio Identifier 3/883423
AD582094	Folio Identifier 1/883423
AD587565	Folio Identifier 122/1008605
AG970391	Folio Identifier 74/7496
AG144009	Folio Identifier 1/196777; Folio Identifier 2/196777
AD602984	Folio Identifier 4/157074
AD603800	Folio Identifier 3/SP53594
AD627882	Folio Identifier C/108376
AD627883	Folio Identifier C/108376
AD633661	Folio Identifier 1/1119279
AD665698	Folio Identifier 1/931880; Folio Identifier 1/933520
AD668767	Folio Identifier 1/571494
AH317890	Folio Identifier 1/786632
AD703787	Folio Identifier 1/114557; Folio Identifier 1/1017064
AD704237	Folio Identifier 1/225095
AG879503	Folio Identifier 1/225095
AD730673	Folio Identifier 1/1109323
AD730674	Folio Identifier 1/1109323
AH44180	Folio Identifier 1/770587
AD764120	Folio Identifier 11/777449
AD764123	Folio Identifier 11/777449
AD765170	Folio Identifier 9/846325
AD76948	Folio Identifier 1/629644
AG884424	Folio Identifier 38/222712

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AD784044 Folio Identifier 1/570805
AH194238 Folio Identifier 32/792480
AD789631 Folio Identifier A/385996
AH258756 Folio Identifier 27/LF151
AD820702 Folio Identifier 41/625034
AD838267 Folio Identifier 131/1055406
AD838268 Folio Identifier 131/1055406
AD838269 Folio Identifier 131/1055406
AD838270 Folio Identifier 131/1055406
AD838271 Folio Identifier 131/1055406
AD838272 Folio Identifier 131/1055406
AD838273 Folio Identifier 131/1055406
AD838274 Folio Identifier 131/1055406
AD838275 Folio Identifier 131/1055406
AF610971 Folio Identifier 131/1055406
N ~~AD844254 Folio Identifier 3/SP53594~~
N ~~AD8669268 Certificate of Title Vol 8660 Fol 112~~
AD861928 Folio Identifier 2/SP53594
AD866452 Folio Identifier 1/1098497
AD875853 Folio Identifier 1/785930
AD879776 Folio Identifier 1/617760
AD88042 Folio Identifier C/417232
AD897866 Folio Identifier 1/774489
AD897998 9/SP86754
AD900123 Folio Identifier 1/65462; Folio Identifier 1/446552; Folio Identifier 1/86740; Folio Identifier 2/85252; Auto Consol Vol 12737 Fol 182
AD903504 Folio Identifier 1400/627294
AG617812 Folio Identifier 111/873252
AD909542 Folio Identifier 1/203166
AD919931 Auto Consol Vol 20000 Fol 62B; Auto Consol Vol 20000 Fol 62A
AD92285 Folio Identifier 21/581275
AD928638 Folio Identifier 1/1045171
AD932182 Folio Identifier 520/597863
AD93608 Folio Identifier 1/SP54287
AG504092 Folio Identifier 61/7051; Folio Identifier 62/7051; Folio Identifier 63/7051
AG952322 Folio Identifier 111/875273

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AG446031 Folio Identifier 1/SP31997
AD975537 Folio Identifier 2/6262; Folio Identifier 5/6262; Folio Identifier 1/556722; Folio Identifier 2/556722; Folio Identifier 1/971932
AD975836 Folio Identifier 1/LF192
AG889862 Folio Identifier 23/LF192
AD977733 Folio Identifier 31/SP75484; Folio Identifier 51/SP81919; Folio Identifier 52/SP81919; Folio Identifier 53/SP81919; Folio Identifier 54/SP81919; Folio Identifier 38/SP75484
AG250614 Folio Identifier 40/SP81919
AD978319 Folio Identifier 12/1114040
AD990272 Folio Identifier 1/195886; Folio Identifier 1/794591
N AE101881 ~~Folio Identifier 1/196561; Folio Identifier 2/196561; Folio Identifier 3/196561; Folio Identifier 4/196561; Folio Identifier 5/196561; Folio Identifier 1/560303~~
AE105261 Folio Identifier E/22834; Folio Identifier 1/517353
AE107527 Folio Identifier 1/790328
AE118646 Folio Identifier 28/LF346
AH145755 Folio Identifier B/328348
AG910720 Folio Identifier 103/855072
AE135627 Folio Identifier 1/87319
AE135628 Folio Identifier 1/87319
AE135629 Folio Identifier 1/87319
AE135630 Folio Identifier 1/87319
AE147327 Folio Identifier 10/715443
AE156308 Folio Identifier 1/872632
AG455153 Folio Identifier 21/LF297
AE17347 Folio Identifier 1/34420
AE175563 Folio Identifier 1/223906
AE182386 Folio Identifier B/916002
AE198422 Folio Identifiers 186-187/LF392; Folio Identifier 6/280013
AE199092 Folio Identifier 3/100705
AE207401 Folio Identifier 12/E/4653
AE207402 Folio Identifier 12/E/4653
b AE22752 Folio Identifier 54/LF377
AG561651 Folio Identifier 1/937605
AE23420 Folio Identifier 51/5330; Folio Identifier 52/5330; Folio Identifier 1/18460; Folio Identifier 2/18460; Folio Identifier 3/18460; Folio Identifier 4/18460; Folio Identifier 5/18460
AE23421 Folio Identifier 51/5330; Folio Identifier 52/5330; Folio Identifier 1/18460; Folio Identifier 2/18460; Folio Identifier 3/18460; Folio Identifier 4/18460; Folio Identifier

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

5/18460

AE248451	Folio Identifier 3/280011
AE253501	Folio Identifier 1/623729
AE253853	Folio Identifier 3/1005490
AH338498	Folio Identifier 2/747803
AE261525	Folio Identifier 4054/1070487
AE261526	Folio Identifier 4054/1070487
AE267145	Folio Identifier 8/308546
AE271891	Folio Identifier 4/1029943
AE274808	Folio Identifier 180/862410
AE286702	Folio Identifier 107/1077637; Folio Identifier 108/1077637; Folio Identifier 109/1077637; Folio Identifier 110/1077637; Folio Identifier 111/1077637; Folio Identifier 112/1077637; Folio Identifier 4/1143707; Folio Identifier 116/1077637; Folio Identifier 117/1077637; Folio Identifier 118/1077637; Folio Identifier 6/1143707; Folio Identifier 5/1143707
AG377551	Folio Identifier 51/603404
AG102014	Folio Identifier 3/SP57132
AE331130	Folio Identifier 1/331485
AG92309	Folio Identifier 3/SP78476
AE349653	Folio Identifier 1/707635
AE391623	Folio Identifier 2/530851A; Folio Identifier 2/530851B; Folio Identifier 2/530851C; Folio Identifier 1/986625A; Folio Identifier 1/986625B; Folio Identifier 1/986625C; Folio Identifier 1/90221A; Folio Identifier 1/90221B; Folio Identifier 1/90221C
AE392491	Folio Identifier 1400/627294
AE400278	Folio Identifier 24/LF375
AE40851	Folio Identifier 2/719245
AH293271	Folio Identifier 1/1111574
AH293272	Folio Identifier 1/1111574
AH293273	Folio Identifier 1/1111574
AH293274	Folio Identifier 1/1111574
AH293275	Folio Identifier 1/1111574
AH293276	Folio Identifier 1/1111574
AH293277	Folio Identifier 1/1111574
AH293278	Folio Identifier 1/1111574
AG381354	Folio Identifier 1/65394; Folio Identifier 10/63660; Folio Identifier F/418375
AE438476	Folio Identifier A/157773
AE440853	Folio Identifier 1/799721
AE445423	Folio Identifier 3/800407

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AE445424	Folio Identifier 3/800407
AE450914	Folio Identifier 7/2/6039
AG606005	Folio Identifier 1/530567
AE467143	Folio Identifier 60/1115982
AG855301	Folio Identifier 30/1014407
AG853272	Folio Identifier 30/1014407
AE478462	Folio Identifier 2/40807; Folio Identifier 1/883423
AE480173	Folio Identifier 11/746819
AE493202	Folio Identifier 2/SP30436
AH59366	Folio Identifier D/361583
AE503317	Folio Identifier 1/112113
AE506793	Folio Identifier 6/776982
AE510951	Folio Identifier 17/81842; Folio Identifier 1/229979; Folio Identifier 2/229979; Folio Identifier 3/229979; Folio Identifier 22/441010; Folio Identifier 23/441010; Folio Identifier 1/507070
AG630042	Folio Identifier 43/12/2947
AG855301	Folio Identifier 30/1014407
AE522817	Folio Identifier 101/1079650
AE524745	Folio Identifier 2/SP53594
AE528129	Folio Identifier 3/710291
AE530526	Folio Identifier 100/739586
AE530527	Folio Identifier 100/739586
AH425054	Folio Identifier 10/394205
AH8665	Folio Identifier 5/1011799
AG641726	Folio Identifier 28/5/758476
AG737174	Folio Identifier 12/SP71230
AE567281	Folio Identifier 10/789520
AE581525	Folio Identifier B/163539
AE595361	Folio Identifier 5/LF204
AE595528	Folio Identifier 10/708505
AE600382	Auto Consol Vol 13015 Fol 74
AE602591	Folio Identifier 1/773378
AE60590	Folio Identifier A/157729
AE607520	Folio Identifier 433/839352
AE612501	Folio Identifier 6/1105423
AE617187	Folio Identifier 1/358877; Folio Identifier 1/726710

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AE651355	Folio Identifier 1/738409
AE651356	Folio Identifier 1/738409
AE651357	Folio Identifier 1/738409
AE651358	Folio Identifier 1/738409
AE651359	Folio Identifier 1/738409
AE651360	Folio Identifier 1/738409
AE651361	Folio Identifier 1/738409
AE651362	Folio Identifier 1/738409
AE65483	Folio Identifier 21/826371
AE654938	Folio Identifier 4/651805; Folio Identifier C/402669
AE655719	Folio Identifier 1/564910
AE662217	Folio Identifier 322/1067406
AE668685	Folio Identifier 26/8252
AE669812	Folio Identifier 51/703910
AE682681	Folio Identifier 1002/869680
AE690767	Folio Identifier 1/746666
AE698693	Folio Identifier 22/SP83920
AE716407	Folio Identifier 713/253343
AG668948	Folio Identifier 100/DP714041
AE730927	Folio Identifier 4/3/759091
AE737282	Folio Identifier 1/1109323
AE743934	Folio Identifier 1/1109323
AE746670	Folio Identifier 1/876823
AE746690	Folio Identifier 82/810678
AE763001	Folio Identifier 100/1049574
AG885627	Folio Identifier 121/1022821
AG885628	Folio Identifier 121/1022821
AE783197	Folio Identifier 77/SP78340; Folio Identifier 138/SP78340; Folio Identifier 139/SP78340
AE786603	Folio Identifier 394/747410
AE789767	Folio Identifier 12/11/758612
AG669708	Folio Identifier 1/1028542
AG669709	Folio Identifier 1/1028542
AE801502	Folio Identifier 33/717299
AE804818	Folio Identifier 37/LF221
AE818637	Folio Identifier 1/163643; Folio Identifier 3/163643

AH620590

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AE826862	Folio Identifier 6/530717; Folio Identifier 129/1111762; Folio Identifier 130/1111762
AE83590	Folio Identifier 21/869146
AG882944	Folio Identifier 2/SP33607
AH398387	Folio Identifier 9/SP18849
AH217880	Folio Identifier 2/SP30889
AH217881	Folio Identifier 2/SP30889
AH217882	Folio Identifier 2/SP30889
AH217883	Folio Identifier 2/SP30889
AH217884	Folio Identifier 2/SP30889
AH217885	Folio Identifier 2/SP30889
AE90490	Folio Identifier 2/6262; Folio Identifier 5/6262; Folio Identifier 1/556722; Folio Identifier 2/556722; Folio Identifier 1/971932
AE90491	Folio Identifier 2/6262; Folio Identifier 5/6262; Folio Identifier 1/556722; Folio Identifier 2/556722; Folio Identifier 1/971932
AE90492	Folio Identifier 2/6262; Folio Identifier 5/6262; Folio Identifier 1/556722; Folio Identifier 2/556722; Folio Identifier 1/971932
AE914641	Folio Identifier 551/756502
AG807256	Folio Identifier 12/1099939; Folio Identifier 13/1099939
AE927252	Folio Identifier CP/SP74671
AE937297	Folio Identifier 10/866859
AE938268	Folio Identifier 20/LF250
AE938269	Folio Identifier 21/LF250
AE938270	Folio Identifier 22/LF250, 23/LF250 & 24/LF250
AE947069	Folio Identifier 1/81348
AE957536	Folio Identifier 100/1035650
AE963865	Folio Identifier C/108376
AE964728	Folio Identifier 11/1136539
AE975245	Folio Identifier 74/9634; Folio Identifier 73/9634
AE980000	Folio Identifier 242/1063072
AE980522	Folio Identifier 1/3130; Folio Identifier 2/3130; Folio Identifier 52/576145; Auto Consol Vol 15379 Fol 218
AH275488	Folio Identifier 1/263209
AE987410	Certificate of Title Vol 8644 Fol 132
AE987449	Certificate of Title Vol 8644 Fol 132
AE987481	Certificate of Title Vol 8644 Fol 132
AE987504	Certificate of Title Vol 8644 Fol 132
AE987531	Certificate of Title Vol 8644 Fol 132

Level 9
 Level 10
 Level 11
 Level 12
 Level 13

1349
 1350
 1351
 1352
 1353

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

Level 14 /	AE987549	Certificate of Title Vol 8644 Fol 132	ps 54
Level 15 /	AE987561	Certificate of Title Vol 8644 Fol 132	ps 55
Level 16 /	AE987573	Certificate of Title Vol 8644 Fol 132	ps 56
Level 17 /	AE987609	Certificate of Title Vol 8644 Fol 132	ps 177
Level 18 /	AE987635	Certificate of Title Vol 8644 Fol 132	ps 178
Level 19 /	AE987636	Certificate of Title Vol 8644 Fol 132	ps 179
	AF104070	Folio Identifier C/108376	
	AF11087	Folio Identifier 14/29158	
	AF111979	Folio Identifier A/390799	
	AF13957	Folio Identifier 4/SP81857	
	AF144681	Folio Identifier 5/840077	
	AF144800	Folio Identifier 1/773624	
	AF14550	Folio Identifier 1/1129208	
	AF162925	Folio Identifier 10/SP58250; Folio Identifier 11/SP58250; Folio Identifier 12/SP58250	
	AH225500	Folio Identifier 49/SP61212	
	AF208127	Folio Identifier 3/733103 /	
	AF212294	Folio Identifier 4/SP33968	
	AF232464	Folio Identifier 103/786055	
	AF232465	Folio Identifier 103/786055	
	AF232466	Folio Identifier 103/786055	
	AF246691	Folio Identifier 1/730010	
	AF881233	Folio Identifier 1/730010 /	
	AF252233	Folio Identifier 2/201380	
	AF260525	Folio Identifier 8/500762	
	AF28188	Folio Identifier 4/SP73999	
	AF28642	Folio Identifier 17/SP74671; Folio Identifier 19/SP74671; Folio Identifier 18/SP74671; Folio Identifier 1/SP74671; Folio Identifier 2/SP74671	
	AF288081	Folio Identifier 1/1120940	
	AF297750	Folio Identifier 15/1156594	
	AH66121	Folio Identifier 811/748177	
	AH66122	Folio Identifier 811/748177	
	AF320754	Folio Identifier 80/1114326	
	AF335152	Folio Identifier 1/1131424	
	AF345981	Folio Identifier 31/1099649; Folio Identifier 32/1099649	
	AF345982	Folio Identifier 31/1099649; Folio Identifier 32/1099649	
	AF345983	Folio Identifier 31/1099649; Folio Identifier 32/1099649	

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AF345984	Folio Identifier 31/1099649; Folio Identifier 32/1099649
AF346640	Folio Identifier 12/718871
AF375818	Folio Identifier 1/871889
AF380127	Folio Identifier 3/660027; Folio Identifier A/916055
AF398815	Folio Identifier 20/877354
AF409208	Folio Identifier 4/LF204
AF42129	Folio Identifier 1/1032639
AF421389	Folio Identifier 10/1142160
AH427215	Folio Identifier 10/1142160
AF431195	Folio Identifier 27/262098
AF431196	Folio Identifier 27/262098
AF44390	Folio Identifier 3/LF305
AF46373	Folio Identifier 1/218471
AF46374	Folio Identifier 1/218471
AF46375	Folio Identifier 1/218471
AF465680	Folio Identifier 14/SP76663
AF468418	Folio Identifier 1/1125320
AF470389	Folio Identifier 2/305780
AF477842	Folio Identifier 1/1066670
AH205520	Folio Identifier 1/1066670
AF487151	Folio Identifier 123/748491
AF494107	Folio Identifier 21/1008762
AF495337	Folio Identifier 2/124040
AF520	Folio Identifier 100/1014244
AF860761	Folio Identifier 100/1014244
AF525484	Folio Identifier 11/SP65582
AF529698	Folio Identifier 123/748491
AF531214	Folio Identifier 295/SP77045
AF532238	Folio Identifier 100/1109091
AF534260	Folio Identifier 82/1044217
AF542759	Folio Identifier 19/1102050
AF543778	Folio Identifier 1/59739
AF543779	Folio Identifier 1/59739
AF543780	Folio Identifier 1/59739
AF548067	Folio Identifier 1/633690

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AF548068 Folio Identifier 1/633690
AF548069 Folio Identifier 1/633690
AG274734 Folio Identifier 1/633690
AG274735 Folio Identifier 1/633690
AG274736 Folio Identifier 1/633690
AF5726 Folio Identifier 501/717721
AF589786 Folio Identifier 1/SP82398
~~N AF599014 Folio Identifier 2/SP66889~~
AF604813 Auto Consol Vol 7385 Fol 195
AF61112 Folio Identifier 1/1014644
AF623474 Folio Identifier 101/255890; Folio Identifier 102/255890; Folio Identifier 103/255890;
Folio Identifier 104/255890; Folio Identifier 105/255890; Folio Identifier 106/255890;
Folio Identifier 107/255890; Folio Identifier 108/255890; Folio Identifier 109/255890
AF627406 Folio Identifier 3/230739
AF629479 Folio Identifier 10/730469
AH506016 Folio Identifier 10/730469
AH506017 Folio Identifier 10/730469
AF639410 Folio Identifier 45/620482
AF662950 Folio Identifier 50/1059553
AF662951 Folio Identifier 50/1059553
AF662952 Folio Identifier 50/1059553
AF662953 Folio Identifier 50/1059553
AG661948 Folio Identifier 50/1059553
AG661949 Folio Identifier 50/1059553
AG661950 Folio Identifier 50/1059553
AG661951 Folio Identifier 50/1059553
AH245352 Folio Identifier 50/1059553
AF684230 Folio Identifier 60/725287
AF693139 Folio Identifier 3/876823
AF695130 Folio Identifier 38/868462
AF697576 Folio Identifier 36/773813
AF706060 Folio Identifier 20/1125684
AF707158 Folio Identifier 57/LF317; Folio Identifier 66/LF317
AF727301 Folio Identifier 222/711826
AH136972 Folio Identifier 5/SP55549
AF729010 Folio Identifier 35/1167023

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

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AF739397	Folio Identifier 1/816300
AF750445	Folio Identifiers 16/LF336, 1-6/LF336
AF763254	Folio Identifier 25/SP81459; Folio Identifier 26/SP81459
AF767598	Folio Identifier 1/741418; Folio Identifier 2/741418
AF77212	Folio Identifier 35/6/1880
AF776419	Folio Identifier 38/5/758476
AH174200	Folio Identifier 100/1076404
AF820489	Folio Identifier 100/1149314
AF820490	Folio Identifier 100/1149314
AF820491	Folio Identifier 100/1149314
AF822731	Folio Identifier 2/853331
AF823287	Folio Identifier B/320109
AF828242	Folio Identifier D/361583
AF829366	Folio Identifier 1/1009479
AF831882	Folio Identifier 2/1013137
AF841204	Folio Identifier 10/1/759036
AH12237	Folio Identifier 1/155943
AF859900	Folio Identifier 10/630524
AF861291	Folio Identifier 10/51/3436
AH289024	Folio Identifier B/330553
AF896066	Folio Identifier 1/SP51714
AF908378	Folio Identifier 3/800407
AF908379	Folio Identifier 3/800407
AF933652	Folio Identifier 24/614551; Folio Identifier 1/217273
AF938619	Folio Identifier 20/1041596
AF940131	Folio Identifier 10/1136859
AF940132	Folio Identifier 10/1136859
AF940133	Folio Identifier 10/1136859
AF944612	Folio Identifier 103/1092975
AF952404	Folio Identifier 1/553752
AF954186	Folio Identifier 6098/46199
AF96004	Folio Identifier 811/1012563
AF966658	Folio Identifier 5/794337
AF97589	Folio Identifier 1/730010
AF976514	Folio Identifier 21/785947

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AF981995 Folio Identifier 3/667104
AG944685 Folio Identifier A/303924
AG944714 Folio Identifier A/303924
AF99855 Folio Identifier 1/730010
AG118299 Folio Identifier 1/1109323
AH129897 Folio Identifier 20/SP65391
AG13906 Folio Identifier 14/SP81450
AG139521 Folio Identifier 4/SP82392
AG 887761 AG ~~158273~~ Folio Identifier 6/11/758827
AG166175 Folio Identifier 1/780982
AG201803 Folio Identifier 10/776647
AG231155 Folio Identifier 1/1119915
AG231311 Folio Identifier 37/LF316
AG239921 Folio Identifier 11/860245
AG806439 Folio Identifier 11/860245
AG24470 Folio Identifier 2/1011043
AG252656 Folio Identifier 122/879404
AG275911 Folio Identifier 811/748177
AG276764 Folio Identifier 5/810436
AG291235 Folio Identifier 103/1151570
AG308638 Folio Identifier 10/788411
AG308639 Folio Identifier 10/788411
AG308640 Folio Identifier 10/788411
AG31129 Folio Identifier 13/SP44119; Folio Identifier 12/SP44119; Folio Identifier 11/SP44119
AG312312 Folio Identifier 11/SP82392
AG312379 Folio Identifier 101/746430
AG319761 Folio Identifier 12/776240
AG322968 Folio Identifier C/108376
AG322970 Folio Identifier C/108376
AG341167 Folio Identifier 2/853331
AH511830 AG ~~343889~~ Folio Identifier 101/834659
AG34648 Folio Identifier 60/1115982
AG369411 Folio Identifier 811/748177
AG381392 Folio Identifier 7/18/758606
AH468467 Folio Identifier 1/356123

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing



AG793895 Folio Identifier 1/356123
AG418530 Folio Identifier 3/545268
AG424233 Folio Identifier 3/519379
AG441626 Folio Identifier 6/1029509
AG263055 Folio Identifier 2/SP39794; Folio Identifier 37/SP39794; Folio Identifier 38/SP39794
AG453068 Folio Identifier 101/746430
AG453067 Folio Identifier 101/746430
AG459135 Folio Identifier 3/88042
AG516692 Folio Identifier 10/SP58720
AG534591 Folio Identifier 1/733146
AG540905 Folio Identifier 42/772189
AG542640 Folio Identifier A/420090
AG547304 Folio Identifier 4/SP20192
AG550978 Folio Identifier 131/1115898
AG561330 Folio Identifier A/964073
AG591008 Folio Identifier 100/749483
AG602547 Folio Identifier 1/SP41388
AG641550 Folio Identifier 24/SP79036
AG652378 Folio Identifier 1/202431
AG662994 Folio Identifier 5/70962
AG672625 Folio Identifier 1/1174637
AG702955 Folio Identifier 811/748177
AG713496 Folio Identifier 12/1101727
AG71554 Folio Identifier 1/1148664
AG717624 Folio Identifier 10/1142199
AG717791 Folio Identifier 101/746430
AG721980 Folio Identifier C/901018; Folio Identifier 9/662652
AG728948 Folio Identifier 11/877693
AG752875 Folio Identifier 30/37507
AG766502 Folio Identifier 1/311116
AG76755 Folio Identifier 6/1073171
AG777381 Folio Identifier 2/381966
AG808219 Folio Identifier 100/1134395
AG817569 Folio Identifier 1/332161
AG834229 Folio Identifier 241/1064913

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AG83795 Folio Identifier 2/SP61207 ✓
AG839158 Folio Identifier 1/742925 .
AG842067 Auto Consol Vol 12359 Fol 210 ✓
AG842068 Auto Consol Vol 12359 Fol 210
AG843379 Folio Identifier 1/1512
AH288990 Folio Identifier 1/SP43293; Folio Identifier 2/SP43293 ✓
AG868453 Folio Identifier 8/1103416 ✓
AG961543 Folio Identifier 8/1103416
AG88032 Folio Identifier 1/629644
AG88033 Folio Identifier 1/629644 ✓
AG88121 Folio Identifier 11/50/758706 ✓
AG895277 Folio Identifier 3/SP82398
AG900673 Folio Identifier 19/LF377 ✓
AG900694 Folio Identifier 100/LF377
AG900709 Folio Identifier 12/LF377
AG900717 Folio Identifier 11/LF377
 AH312739 ~~AG92346~~ Folio Identifier 1/337082
AH312739 Folio Identifier 1/337082
AG97073 Folio Identifier 218/700272 .
AG981069 Folio Identifier 1/1083076
AG985648 Folio Identifier 1/SP81070
AG99289 Folio Identifier 5/SP64328 ✓
AG99887 Folio Identifier 14/SP67864
AH100947 Folio Identifier 1/584896
AH10324 Folio Identifier 1/806764 ✓
AH129006 Folio Identifier 2/1160869 ✓
AH129005 Folio Identifier 2/1160869
AH129007 Folio Identifier 2/1160869 ✓
AH146286 Folio Identifier 579/5255 ✓
AH162551 Folio Identifier 2/208478
AH176622 Folio Identifier 1/995983
 AH176622³ Folio Identifier 1/995983 ✓
AH191356 Folio Identifier 2/SP41825
AH192021 Folio Identifier 7/SP41825 ✓
AH241163 Folio Identifier 1/773302 ✓

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

AH24247	Folio Identifier 10/776647 /
AH24248	Folio Identifier 10/776647
AH24249	Folio Identifier 10/776647 .
AH24250	Folio Identifier 10/776647
AH24251	Folio Identifier 10/776647
AH248734	Folio Identifier 2/815888 .
AH248759	Folio Identifier 4/4/5523 /
AH248842	Folio Identifier 1/319733; Folio Identifier 2/319733; Folio Identifier 10/9/758621 /
AH27582	Folio Identifier 1/9588
AH27951	Folio Identifier 10/SP82392
AH290345	Folio Identifier 1/SP53594
AH365203	Folio Identifier 1/SP84594 /
AH37644	Folio Identifier 3/107937
AH346477	Folio Identifier 3/107937 .
AH346478	Folio Identifier 3/107937
AH378290	Folio Identifier 1/778342
AH379220	Folio Identifier 2/SP19717 /
AH439491	Folio Identifier 31/740628 /
AH440298	Folio Identifier 1/1120923 /
AH451885	Folio Identifier 14/1112851
AH466220	Folio Identifier 1/342800 /
AH493961	Folio Identifier B/414394; Folio Identifier 2/590509; Folio Identifier 1/590509
AH507504	Folio Identifier 9/SP81459 .
AH51660	Folio Identifier 1/158570
AH69469	Folio Identifier 2/5/758258 /
AH242493	Folio Identifier 2/5/758258 /
AH8687	Folio Identifier 1/826956
AH91453	Folio Identifier 1/168731; Folio Identifier 1/175457
AH92794	Folio Identifier 202/1149577 /
E59327	Folio Identifier 814/813348
E655315	Folio Identifier 234/811294
Z418389	90 Folio Identifier 1/633736; Folio Identifier 48/LF285
Z418389	Folio Identifier 1/633736; Folio Identifier 50/LF285
Z418390	Folio Identifier 1/633736; Folio Identifier 54/LF285 /
Z418390	Folio Identifier 1/633736; Folio Identifier 59/LF285 /

Annexure: A to Change of Name

Parties: Government Property NSW (formerly State Property Authority)

Dated: 23 January 2013

Text: (B) Registered Dealing

Z418390 Folio Identifier 1/633736; Folio Identifier 60/LF285
Z418390 Folio Identifier 1/633736; Folio Identifier 61/LF285
Z418390 Folio Identifier 1/633736; Folio Identifier 62/LF285
Z418390 Folio Identifier 1/633736; Folio Identifier 63/LF285
Z418390 Folio Identifier 1/633736; Folio Identifier 64/LF285
Z418390 Folio Identifier 1/633736; Folio Identifier 47/LF285
Z418390 Folio Identifier 1/633736; Folio Identifier 9/LF285
Z418390 Folio Identifier 1/633736; Folio Identifier 58/LF285
Z418390 Folio Identifier 1/633736; Folio Identifier 51/LF285
~~AK Z418390 Folio Identifier 1/633736; Folio Identifier 48/LF285~~
Z418390 Folio Identifier 1/633736; Folio Identifier 57/LF285

AG876949 40/LF221, 55/LF221, 63/LF221

AH572157 10/730469

Form: 07L
Release: 2.8
www.lpma.nsw.gov.au

LEASE
New South Wales
Real Property Act 1900



AG728948U

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.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased
Folio identifier 11/877693
being 32 Enterprise Way, Buronga

prod

(B) LODGED BY

Document Collection Box 28A	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: SAI GLOBAL Property 124247U DX 885 SYDNEY 02 9210 0700 Reference: <i>Martin-23380257</i>	CODE L
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(C) LESSOR

MID AREA NOMINEES PTY LTD ABN 72 077 472 550

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

(D)

Encumbrances (if applicable):

(E) LESSEE

STATE PROPERTY AUTHORITY ABN 91 840 597 406

(F)

TENANCY:

- (G) 1. TERM** 5 years
- 2. COMMENCING DATE** 1 April 2010
- 3. TERMINATING DATE** 31 March 2015
- 4. With an OPTION TO RENEW** for a period of 5 years plus 5 years
set out in clause 4 of Annexure B
- 5. With an OPTION TO PURCHASE** set out in clause 24 of Annexure B
- 6. Together with and reserving the RIGHTS** set out in clause N.A. of N.A.
- 7. Incorporates the provisions or additional material** set out in **ANNEXURE(S)** A and B hereto.
- 8. Incorporates the provisions** set out in N.A. with the Land and
Property Management Authority as No. N.A.
- 9. The RENT** is set out in item No. 13 of the Schedule of Items in Annexure A

DATE

- (H) 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) appear(s) below pursuant to the authority specified.

Corporation:

Authority: REFER TO ANNEXURE A

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

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 authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:

Authorised officer's name:

Address of witness:

Authority of officer:

Signing on behalf of:

(I) **STATUTORY DECLARATION ***

I

solemnly and sincerely declare that—

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

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

Made and subscribed at

in the State of New South Wales

on

in the presence of—

Signature of witness:

Signature of lessor:

Full name of witness:

Address of witness:

Qualification of witness: *[tick one]*

☐ Justice of the Peace

☐ Practising Solicitor

☐ Other qualified witness *[specify]*

* As the Land and Property Management Authority may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment.

ANNEXURE A

Lessor: Mid Area Nominees Pty Ltd ABN 72 077 472 550

Lessee: State Property Authority ABN 91 840 597 406

This annexure consists of 26 pages

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

SCHEDULE OF ITEMS (continued)

Item 10 (cls 2.3,13.1)	A. The guarantor:	Not applicable
(cl 13.7)	B. Limit of guarantor's liability:	Not applicable
Item 11 (cl 3)	Additional leased property:	The leased property includes the whole of the land.
Item 12 (cl 4)	Option to renew	
	A. Further period of 5 years from 1 April 2015 to 31 March 2020	
	B. Further period of 5 years from 1 April 2020 to 31 March 2025	
	C. Maximum period of tenancy under this lease and permitted renewals: 15 years.	
	D. First day Option for renewal can be exercised 1 April 2014 being Twelve (12) months prior to the terminating date.	
	E. Last day Option for renewal can be exercised 31 December 2014 being Three (3) months prior to the terminating date.	
Item 13 (cl 5)	A. Rent	
	For the lease period: The commencement date of the Lease to the first rent review date:	\$90,000 (plus GST) per annum by monthly instalments of one twelfth of the yearly rent.
	Afterwards:	At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.
	For the period in item 12A: From the commencement date to the first rent review date: (for example: Current market rent)	The yearly rental payable immediately prior to the commencement date.
	Afterwards:	At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.
	For the further period in item 12B: From the commencement date to the first rent review date: (for example Current market rent)	Current effective market rent
	Afterwards:	At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.



Item 13
 (cl 15)

B. GST

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

Item 14
 (cl 5)

Outgoings

- A. Share of outgoings: 100% capped at a maximum of 104% of the total outgoings payable for the previous lease year.
- B. Outgoings
- (a) council rates
 - (b) water rates
 - (c) land tax
 - (d) insurance premiums payable by the lessor in respect of public liability insurance, building insurance (to the full insurable reinstatement value), workers compensation insurance (but excluding loss of rent insurance premiums)
 - (e) water consumption
 - (f) pest control
 - (g) cost of maintenance contracts for air conditioning and fire protection effected in accordance with clause 5.3A
 - (h) all utilities, including energy, telephone and internet charges
- being proper and reasonable outgoings for the land or the building but excluding the items set out in clause 5.3B.

Item 15
 (cl 5.1.5)

Interest rate: The prescribed interest rate set out in rule 36.7 of the *Uniform Civil Procedure Rules 2005*

Item 16
 (cl 5.4 to 5.21)

Rent review

Rent review date	Method of rent review
1 April 2012	Method 3
1 April 2014	Method 3
1 April 2016	Method 3
1 April 2018	Method 3
1 April 2020	Method 3
1 April 2022	Method 3
1 April 2024	Method 3

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

Item 17
 (cl 6.1)

Permitted use: Commercial office, use for purposes of any Government Entity, or any other lawful use

Annexure A
Page 3 of 26 pages

Item 18 (cl 8.1.1)	Amount of required public liability insurance:	\$20,000,000.00
Item 19 (cl 16)	Bank Guarantee:	Not applicable
Item 20 (cl 17)	Security Deposit:	Not applicable



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

1. **DEFINITIONS:**

Business hours are 7am to 6pm on all days, except Saturdays, Sundays and local public holidays (or such longer hours or days as required by the lessee or occupant of the property).

Government Entity means the Crown and any government department, authority or agency, any state owned corporation or other government or semi government entity and including the Crown in the right of the Commonwealth.

Lessor or lessor includes the lessor's agents, contractors, employees, invitees and other authorised persons, where relevant to the context.

THE PROPERTY

2. **Cost of Car Parking included in Lease**

Insert a new clause 3.5 as follows:

- 3.5 This lease includes at no additional rent or cost to the lessee the exclusive use of the car parking spaces on the property for the duration of the term and if any option is exercised during the option term.

MONEY

3. **Legal Costs**

Clause 5.1.9 is deleted and the parties agree that each party will pay their own legal costs for the preparation, negotiation, execution, registration of the lease including the exercise of an option to renew (if any), option lease and any associated documentation (if any, such as a car park licence). For the avoidance of doubt, the lessee will pay lease registration fees but will not pay the lessor's mortgagee costs, nor any caveator costs (except if a caveat(s) is lodged by the Lessee).

4. **Provision of Tax Invoice Including Method of Payment**

Insert new clauses 5.1.11, 5.1.12 and 5.1.13 as follows:

- 5.1.11 Either party will provide to the other party as the case may be, a tax invoice complying with GST law no later than fourteen (14) days prior to the day on which any payment under this lease is due to the other party.
- 5.1.12 The Lessor is to provide supporting documentation including copies of all invoices paid in order for reimbursement to occur by the Lessee.
- 5.1.13 All payments between the parties will be made by electronic funds transfer and each party will make available to the other prior to or on the Commencement Date details of the relevant bank account for such payments.

5. **Payment of rent on 1st day of calendar month**

Add to the first sentence in clause 5.2: "and thereafter on the first day of each calendar month, with any necessary adjustments being made between the parties on a proportionate basis."

6. Maintenance Contracts

Insert new clause 5.3A:

- 5.3A** The lessor must:
- (a) effect and keep all service maintenance contracts as required under the terms of this lease;
 - (b) ensure that any maintenance contracts are let on a competitive basis;
 - (c) ensure defects liability periods, if any, are exercised (so as to reduce or eliminate costs); and
 - (d) ensure any warranty periods, if any, are exercised.

7. Capital and structural costs

Insert new clause 5.3B:

- 5.3B** The outgoings payable by the lessee under clause 5.1.2 and Item 14B do not include:
- (a) lessor's taxes, including income and capital gains tax;
 - (b) fines and penalties;
 - (c) loss of rent insurance premiums;
 - (d) capital improvements; and
 - (e) capital and structural works, including major repairs to air conditioning, asbestos treatments, contamination treatments and BCA type compliance treatments.

8. Provisions a valuer must have regard to

Delete the word "and" at the end of clause 5.12.4. Add the following additional clauses to clause 5.12:

- 5.12.6 any rent concessions, contributions or incentives of any kind offered or otherwise available to prospective lessees of comparable property or likely to be required to secure a lessee for the property if it was vacant, not subject to this lease but for the same term;
- 5.12.7 the make good provisions of the lease are to be disregarded, and the valuer must assume that traditional make good is required back to base building;
- 5.12.8 the value of any fit-out or any other works to the property by reason of the Lessee's use or occupation of the property are to be ignored;
- 5.12.9 the actual use of the property (and not a higher or better use, or other use permitted under the zoning);
- 5.12.10 the value of any right to park cars or other vehicles within the property is to be ignored if the car parking spaces do not form part of the rent;
- 5.12.11 based on a net lettable area of 904 square metres; and
- 5.12.12 any submissions in writing by the parties.

9. Valuer's Decision

Insert the following sentence at the end of clause 5.18:

The valuer must set out what was taken into account and what was disregarded and any adjustments that the valuer has made and their prospective weightings.

10. CONDITION AND REPAIRS

Lessor's Additional Repair and Maintenance Obligations

Insert new clauses 7.1A, 7.1B and 7.1C as follows:

7.1A The lessor must:

- (a) manage the property in a professional manner;
- (b) keep any building of which the property forms the whole or any part in good repair including by carrying out any structural work that is reasonably necessary;
- (c) keep any building of which the property forms the whole or any part in a condition consistent with commercial offices in the locality in which the property is situated;
- (d) effect and keep current all insurances in respect of the land and the building including the insurances described in the Outgoings and such other insurances as a prudent landlord of comparable properties should effect;
- (e) keep the building in a wind, watertight and waterproof condition;
- (f) ensure that the property remains connected to all services and that all services remain operational;
- (g) ensure that all usual services are connected to the property and available for the lessee to connect to separately. In the event of any services not being separately metered, if the lessee requires it, the lessor will at the lessor's cost, install such separate connections within 3 months of the Commencement Date;
- (h) ensure that the property complies with the Building Code of Australia or any other relevant code or standard or Act (including the Disability Discrimination Act) applicable at the time of construction and/or renovation of the building (including any orders or notices to upgrade, alter or repair any part of the building); and
- (i) ensure that the property complies with all fire and safety requirements of any relevant government authority,

to the extent that the lessee is not required to do so under this lease.

7.1B Lessee may arrange for repairs and maintenance

If the lessor fails to comply with any provision in clause 7.1A and fails to rectify any significant defect or failure to comply within 2 business days after written notice from the lessee which failure or defect interrupts the use and enjoyment of the property then the provisions of clause 8.2.1 apply. In addition the lessee may, as agent for the lessor, arrange for repairs to be undertaken at the cost of the lessor. The lessee may offset the cost against the rent and other monies pursuant to **Clause 19 Set-off for costs payable by lessor under a lease**. The lessor is not required to carry out any structural work unless required because of:

- (a) the negligence or default of the lessee or its employees or agents; or

- (b) the particular use of the property by the lessee.

7.1C Provision of Annual Fire Safety Statement

- (a) At the commencement of the lease and not less than once per annum the lessor at its own cost will provide to the lessee an Annual Fire Safety Statement pursuant to clause 175 of the *Environmental Planning and Assessment Regulation 2000* (Statement).
- (b) The lessor will pay the cost of any works required by the consent authority to be carried out upon the fire safety equipment to enable the Statement to be issued.
- (c) If the lessor fails to comply with any provision in clause 7.1C:
 - (1) the lessee may, as agent for the lessor, arrange for an inspection to be carried out and a Statement to be issued; and
 - (2) any cost incurred by the lessee in obtaining a Statement including the cost of any works required to enable a Statement to be issued, will be the cost of the lessor. The lessee may issue a notice to the lessor and request such costs to be paid by the lessor within a reasonable time frame and if they are not paid, then the lessee may, offset such costs against the rent and other monies pursuant to **Clause 19 Set-off for costs payable by lessor under a lease.**

11. No redecoration by the lessee

Clause 7.3.3 is deleted so that the lessee is not required to re-decorate at all during the term or any option.

12. Standards for air-conditioning and cleaning

Insert new clauses 7.7, 7.8 and 7.9 as follows:

7.7 Air-conditioning standards

- (a) The lessor must:
 - (i) keep all air conditioning plant which services the property in good repair and working order including by maintaining it to a standard not less than in accordance with the manufacturer's recommendations as is required to maintain an air temperature throughout the whole of the property that is 22 degrees Celsius in winter, plus or minus 1.5 degrees Celsius, and 23.5 degrees Celsius in summer, plus or minus 1.5 degrees Celsius and with a relative humidity within a range of 40%-60%;
 - (ii) use the lessor's best endeavours to ensure that the air conditioning plant which services the property operates so as to achieve the air conditioning standards set out in clauses 7.7 (a) and (b) at all times during the business hours;
 - (iii) regularly (but at intervals no less than those prescribed under relevant industry standards):
 - (A) test any water used in the air conditioning plant cooling tower and where necessary treat any water to meet any relevant industry standard; and
 - (B) thoroughly clean the cooling tower; and
 - (iv) within 10 business days after receipt by the lessor, provide to the lessee a copy of any maintenance or inspection report obtained by or on behalf of or at the direction of the lessor in relation to the air conditioning plant

including the results of any test carried out in relation to water used in the air conditioning plant cooling tower.

- (b) If the air conditioning plant is not operational, or if the air conditioning standards are not achieved, during business hours then:
 - (i) the Lessee may give notice (Air Conditioning Rectification Notice) to the lessor requesting that the lessor ensure that the air conditioning plant is operational in accordance with the air conditioning standards; and
 - (ii) following receipt of an Air Conditioning Rectification Notice the lessor must ensure that the air conditioning standards are achieved; and
 - (iii) if the air conditioning plant is not operational or the air conditioning standards are not achieved within 2 business days after service of the Air Conditioning Rectification Notice then the rent and all other amounts payable under the lease will abate for the period commencing on the date of service of the Air Conditioning Rectification Notice and ending on the business day following the business day on which the air conditioning plant is operational and the air conditioning standards are achieved.
- (c) The lessor must make the air conditioning system available, and able to be activated by the lessee, outside of business hours and the lessee will be responsible for all reasonable costs of operating the air conditioning system outside business hours.

7.8 Cleaning and maintenance by lessee

The lessee is responsible for:

- (a) cleaning the interior of the property;
- (b) cleaning the interior and exterior surface of any windows as determined by the lessee; and
- (c) maintaining the landscaping on the property.

The lessor and lessee may enter into an agreement for the lessor to provide these cleaning services, at the proper and reasonable cost of the lessee.

7.9 Cleaning by lessor

The lessor is responsible for cleaning the exterior of the Property and the building and common areas (including land and car parking areas) as reasonably required but having regard to industry standards for that type of building and use. The lessor agrees to remove at its cost all graffiti or other like writing within 24 business hours of notice by the lessee requesting that the graffiti be removed.

INSURANCE AND DAMAGE

13. SPA relies on the Crown for insurance purposes

Insert new clauses 8.1A, 8.1B and 8.3 as follows:

- 8.1A Any obligation of the lessee to take out or keep current insurance policies (including under clause 8.1) does not apply:

- (a) while the lessee is the State Property Authority or any Government Entity; and
 - (b) either:
 - (i) the lessee is a member agency of the NSW Government's risk management self-insurance scheme known as the Treasury Managed Fund; or
 - (ii) the lessee otherwise self-insures on the basis that its liability in respect of any insured event will be satisfied out of the assets of the NSW Government.
- 8.1B If this lease is assigned with the consent of the lessor to an entity other than a Government Entity (assignee) the lessor and lessee may require the assignee to take out, keep current and provide evidence of insurance policies in accordance with clause 8 of this lease.'
- 8.3 The lessor must effect and keep current insurance policies covering:
- (a) liability to the public in an amount of not less than \$20,000,000.00; and
 - (b) building insurances for replacement in the event of destruction from whatever cause including, but not limited to flooding, storm and tempest, earthquake and acts of God, and, where applicable for machinery breakdown and replacement.

ACCESS

14. Access by lessee and by lessor

Insert new clauses 9.5 and 9.6 as follows:

- 9.5 The lessee may access and use the property and any car parking spaces at any time during the term of the lease.
- 9.6 The lessor acknowledges the lessee or any government agency occupying the property under this lease will have in its possession and control private and confidential or sensitive information which irrespective of any failure by the lessee to perform its obligations under this lease or in any urgent circumstances that may arise, the lessor is not permitted at any time to access, take control of or remove the lessee's documentation from the property. The lessor must take all reasonable steps to ensure its employees agents, invitees, contractors and any other authorised persons of the lessor do not breach or cause the lessee to breach the provisions of the *Privacy and Personal Information Protection Act 1998* or compromise the confidential or sensitive nature of any information held by the lessee or any other entity occupying the property.

TRANSFER AND SUB-LEASE

15. Assignment to other Government Entities is allowed

Insert new clauses 10.8 and 10.9 as follows:

- 10.8.1 While the State Property Authority or a Government Entity is lessee the lessee may assign this lease, sub-let or license the whole or any part of the property to any other Government Entity without the consent of the lessor.
- 10.8.2 The lessee will notify the lessor as soon as practicable if the lease is assigned, sub-let or licensed to any other Government Entity.
- 10.8.3 The lessee remains liable for the lessee's covenants under this lease and will not be released from those obligations and liabilities until:
- (a) this lease has been assigned to another Government Entity; and

(b) written notice of the assignment has been given to the lessor.

- 10.9 The lessor acknowledges that at the Commencement Date of this lease the occupying Government Entities may include Department of Environment Climate Change and Water and Lower Murray Darling Catchment Management Authority and that from time to time other Government Entities may occupy the property and such occupation is not an assignment or sub-lease of the lease.

LESSOR'S OTHER OBLIGATIONS

16. Lessor must register lease

Clause 11.4 is deleted and replaced with the following:

- 11.4 The lessor must execute, date and register this lease within 3 months of the later of the Commencement Date and the date the lessee delivers to the lessor the executed lease. The lessee must pay the registration fee.

17. Lessor warrants there is no asbestos

Insert a new clause 11.6 and 11.7 as follows:

- 11.6 The lessor certifies and warrants that to the best of the lessor's knowledge reasonably based on prior inspections of the property carried out by professionally qualified experts:
- (a) there is no asbestos contained in any materials forming part of the property; and
 - (b) there is no asbestos in any fixtures, fittings, plant or machinery installed in the property and being the property of the lessor.
- 11.7 The lessor will provide a HAZMAT (Hazardous Materials) register to the lessee within 2 months of the lease Commencement Date and will keep the register updated from time to time. Each time the register is updated, the lessor will as soon as practicable provide a copy to the lessee.

FORFEITURE AND END OF LEASE

18. No make good

Clause 12.3 is deleted.

19. End of Lease obligations

Insert new clause 12.8 as follows:

- 12.8 At the termination or sooner determination of this lease and at any time during the lease:
- (a) in its absolute discretion the lessee may remove the lessee's fixtures, fittings and improvements (including workstations, data and electrical cabling, signage). If the lessee exercises its discretion to remove any or all of these items then the lessee must make good ceiling tiles and repair, patch and paint wall surfaces damaged by such removal. Any removal must ensure that existing services including air conditioning are not disrupted by the removal;
 - (b) if the lessee does not remove the items in 12.8(a) then it may remove all other property of the lessee including files, furniture, stock, and records; and
 - (c) the lessee will leave the property in a clean and tidy condition including removing all rubbish.

EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

20. Serving Notices on the lessee and the lessor

Clause 14.2 is deleted. Insert new clause 14.2 as follows:

14.2 Despite any provision to the contrary all notices must be:

- (a) in writing and in English; and
- (b) served on the Lessee at the following address:

The General Manager

State Property Authority
Attn: Portfolio Management
Level 9, 4-6 Bligh St
SYDNEY NSW 2001
Ph: 02 9338 7000 Fax: 02 9338 7033

or such other address for service of notices as notified by the lessee to the lessor in writing; and

contemporaneously, a copy served on the occupier at the property; and

- (c) served on the lessor at the following address:

Directors
Mid Area Nominees Pty Ltd
c/- DHM Partners
164 Lime Avenue
MILDURA VIC 3500
Ph:
Fax:

or such other address for service of notices as notified by the lessee to the lessor in writing.

Insert the following clause 14.6:

14.6 In this lease, a reference to any legislation or statutory instrument includes a reference to the legislation or statutory instrument that amends, replaces or supercedes that legislation or statutory instrument as the case may be.

21. Serving notices during Christmas/New year period and Time Limits

Insert new clauses 14.7 and 14.8 as follows:

14.7 If any notice is served on a date between 17 December in any year and 10 January in the following year, then the expiry date of the notice period will be extended by the number of days falling within that period.

14.8 A reference to a time period of 14 days in this lease is deemed to read and have effect as 28 days.

22. Set-off for costs payable by lessor under lease

Insert new clause 19:

- 19 The lessee may set off any costs or expenditure incurred by the lessee under this lease, which are due and payable by the lessor under this lease but which are not so paid, against payments due and payable by the lessee, until those costs or expenditure have been satisfied in full.

23. Environmental Obligations of parties

Insert new clause 20:

20. The parties must comply with their respective environmental responsibilities set out in Schedule 1 as required by law.

24. Lessor carpet (flooring) obligations if lease requires replacement

Insert new clause 21:

If this lease provides that the lessor will install or replace the carpet (and or any other floor covering such as linoleum, tiles), the lessor must at its cost:

- (a) replace carpet/floor covering around any existing fixed fittings, furnishings and equipment within the property;
- (b) install carpet which must be tile, with cushion back, anti-static, of not less than 40oz commercial grade and to be of neutral colour and patterns;
- (c) not require the lessee/occupier to remove or relocate any, or all, of its fixed fittings, furnishings or equipment within the property;
- (d) undertake the works in a timely manner;
- (e) arrange for the works to occur after normal business hours, and with minimal disruption to the lessee/occupier,
- (f) provide a standard and colour of carpet (floor covering) acceptable to the lessee/occupier, and
- (g) during, and at the conclusion of, the works, remove rubbish and generally (and professionally) clean.

25. Resolution of dispute by parties

Insert new clause 22:

- 22.1 If a dispute arises between the parties in relation to any matter arising under this lease (other than a dispute relating to the determination of rent) then either party may give the other party written notice of the dispute and require the parties to attempt to negotiate a resolution of the dispute as soon as practicable, in as timely and cost effective a manner as possible.
- 22.2 Neither party will have the right to commence legal proceedings in relation to the dispute until or unless the parties have attempted to comply with clause 22.1.
- 22.3 (a) If after having complied with the requirements of clause 22.1, the parties have not been able to resolve the dispute by negotiation then either party may require by service of a written notice that the dispute be referred to a neutral third party who is suitably qualified and experienced in the process and in the matters forming the substance of the dispute for resolution by expert determination.
- (b) The parties will within 10 Business Days of the notice referred to in clause 22.3(a) make all relevant and necessary arrangements to appoint the neutral third party and a time for the process to be undertaken.

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- (c) If the parties cannot agree on the appointment of a neutral third party then either party may request the President of the Law Society of NSW (or the President of its successor organisation) to nominate and appoint the neutral third party.
- 22.5 The process for resolution of the dispute should be undertaken at the earliest practicable point in time having regard to the availability of the neutral third party and the needs of the parties to resolve the dispute in as timely and efficiently a manner as possible.
- 22.6 Despite the resolution, determination or other outcomes the parties will share equally the fees and disbursements of the neutral third party including those which are necessary to enable the neutral third party to undertake the determination of the dispute.
- 22.7 Any determination of a dispute by an expert in accordance with this clause 22 is final and binding on the parties except where the dispute exceeds a monetary value of the rent determined on a yearly basis.

26. Fit Out Requirements

Insert new clause 23:

- 23.1 If the lessee wishes to materially alter its fit out or undertake any major fitout works to the property, the lessee must prior to undertaking any such works:
- (a) design the fitout and submit details of that design to the lessor for its approval (which approval must not be unreasonably withheld or delayed); and
- (b) obtain any necessary approvals for the proposed works.
- 23.2 Any fitout works must be undertaken by the lessee in accordance with this lease and the building fitout guide (if available).
- 23.3 The lessor will be responsible for all costs incurred by the lessor, including consultant's costs, in reviewing and approving the lessee's fitout plans and works.


27. Right of First Refusal

Insert new clause 24:

- 24.1 The lessor must not sell the freehold of the property to any person or corporation without having first offered in writing to sell the property to the lessee at a price no greater and on conditions no less favourable to the purchaser than the price and conditions contained in the Contract of Sale to such person or corporation.
- 24.2 The lessee will have a period of fourteen days after the date of such written offer to notify the lessor of acceptance of such offer. Failing such acceptance the lessor will be entitled to proceed with the Contract of Sale to such person or corporation in place of the right conferred on the lessee by this clause.
- 24.3 If the Contract of Sale is not entered into within 4 months of the date the written offer was made to the lessee, then the lessor must comply with clauses 24.1 and 24.2 in respect of any future proposed sale of the property.
- 24.4 To avoid doubt, if the lessor wishes to change the price or conditions under the Contract of Sale and as a result they are more favourable to the purchaser than those offered to the lessee, then clauses 24.1 and 24.2 will apply to the revised Contract for Sale.
- 24.5 If the lessor sells the freehold after complying with this clause, then the lessor must procure that the purchaser enters into a deed direct with the lessee agreeing to be bound by the provisions of this clause.



Executed by **Mid Area Nominees Pty Ltd**
ACN 077 472 550 in accordance with
section 127 of the *Corporations Act 2001*:


Director/company secretary

ROBIN MCGUCKIE
Name of director/company secretary
(BLOCK LETTERS)


Director

BRETT HIGGINS
Name of director
(BLOCK LETTERS)

For a delegate:

Signed by as delegate on
behalf of the State Property Authority but
not so as to incur any personal liability
in the presence of:


Witness

For Michael Coutts-Trotter, as CEO:

Signed for the State Property Authority
by ~~Michael Coutts-Trotter, Chief Executive Officer~~
of the State Property Authority but not so as to incur
any personal liability in the presence of:

.....
Witness


Delegate

Lindsay Haraldson
A/Executive Director
Portfolio Management Group
State Property Authority

.....
Chief Executive Officer

schedule 1

Green Lease Schedule and Clauses

State Property Authority (NSW) Precedent

[Tenanted Premises less than 1000 square metres,
with no NABERS Rating requirements]

A handwritten signature in black ink, appearing to read "K. Anderson".

Green Lease Schedule and Clauses

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Environmental Responsibilities 2

Green Lease Schedule and Clauses

1 Environmental responsibilities

- 1.1 The parties must comply with their respective responsibilities set out in Schedule 1.

Schedule 1

Environmental Responsibilities

1 Environmental performance

- 1.1 This Schedule records the agreement of the parties as to the environmental performance of the Building.
- 1.2 NSW Government Sustainability Policy (Memorandum No 2008 - 28) outlines how the NSW Government will lead by example, including in sustainable water use, energy use and reducing greenhouse emissions and waste. The Lessee is committed to comply with the Policy and the initiatives in this Schedule are for this purpose. To the extent of any inconsistency between the Policy and this Schedule, the Policy will prevail.
- 1.3 The Policy requires some Government tenanted office buildings to have a NABERS Energy Rating for Base Building Services and NABERS Water Rating of 4.5 stars. Regardless of the current NABERS ratings of the Building, or the other requirements of this Schedule, the intention is for the parties to use reasonable endeavours to achieve the policy target of 4.5 stars for these NABERS ratings.
- 1.4 In accordance with the Policy, the Government will shortly determine ratings for Indoor Environment and waste under the NABERS Scheme. Once determined, the intention is for the parties to use reasonable endeavours to achieve the policy targets.

2 Lessee's commitments

- 2.1 In accordance with the intention of the NSW Government Sustainability Policy, the Lessee commits to the following:
 - 2.1.1 co-operate as reasonably required in all general audits conducted by the Landlord for the purposes of, or related to, the environmental performance of the Building, provided the information collected relating to the Lessee is only utilised for the purposes contemplated by this Schedule and must be kept confidential;
 - 2.1.2 where possible, if Cost Effective, fit for purpose and performance competitive in the Lessee's reasonable opinion, use materials in the Premises that release as low as possible VOC or other toxic chemicals into the Building environment;
 - 2.1.3 where possible, if Cost Effective, fit for purpose and performance competitive in the Lessee's reasonable opinion, not use materials, whether in its fitout of the Premises or otherwise, that may be detrimental to the Indoor Environment Quality of the Premises or the Building or to the occupational health or comfort of occupants of the Building.

Green Lease Schedule and Clauses

2.1.4 notify the Landlord of any:

- (a) substantial change to the times the Premises are to be used on a continuous basis; or
- (b) change in use or operation generally by the Lessee that could affect the Energy Intensity of the Base Building Services, including, but not limited to:
 - (i) changes to lighting;
 - (ii) changes to equipment loads;
 - (iii) occupant density;
 - (iv) supplementary air-conditioning.

3 Energy

3.1 The Lessor must take all reasonably practical measures to reduce Energy Intensity in the Base Building Services while maintaining comfort levels and operational performance of the Base Building Services, including but not limited to:

3.1.1 ensuring the Base Building Services are properly commissioned and tuned to maximise performance, which includes taking prompt action to rectify issues and defects which could increase energy consumption and comply with the time frames in the Environmental Management Plan, if any.

3.2 The Lessor and Lessee must report on and review Energy Intensity by zone, including Lessee use, whenever the Building Management Committee meets.

4 Water

4.1 The Lessor must take all reasonably practical measures to reduce water consumption while maintaining operational performance in the Building, including but not limited to:

4.1.1 taking measures to reduce water use in the cooling towers (if any) without impeaching on operational performance or health requirements determined by any relevant authority;

4.1.2 regular maintenance to ensure cooling towers (if any) are operating at peak water efficiency;

4.1.3 undertaking regular inspections for water leaks, monitoring the Base Building Services for water performance, and taking prompt action to rectify issues and defects which could increase water consumption and complying with the time frames in the Environmental Management Plan, if any.

4.2 The Lessor and Lessee must report on and review water consumption, including the Lessee use, whenever the Building Management Committee meets.

Green Lease Schedule and Clauses

5 Indoor environment

- 5.1 The parties will act in good faith to discuss, agree and implement protocols for improving Indoor Environment Quality in the Premises and the Building, which may include but is not limited to:
- 5.1.1 reporting on noise levels and acoustics;
 - 5.1.2 HVAC systems being tested for contaminants and cleaned regularly; and
 - 5.1.3 ensuring that all works in the Building and Premises are undertaken with the use of paints, sealants, adhesives and the like which have no or low VOC.
- 5.2 The Lessor and Lessee must report on and review Indoor Environment Quality whenever the Building Management Committee meets.

6 Emissions

- 6.1.1 The Lessor and the Lessee must take all reasonably practical measures to prevent the escape of refrigerants and watercourse pollution.
- 6.1.2 The Lessor and the Lessee must take all reasonably practical measures to reduce flow to sewer.
- 6.1.3 The Lessor must take all reasonably practical measures to ensure cooling tower waste is properly disposed of and handled.

7 Waste management

- 7.1 The Lessor must, where reasonably practicable, in the basement or such other appropriate areas of the Building provide:
- 7.1.1 facilities in which to place landfill waste; and
 - 7.1.2 facilities in which to separate waste into:
 - (a) reusable;
 - (b) recyclable; and
 - (c) compostable.
- 7.2 The Lessee will use reasonable endeavours to ensure that office waste separation facilities are used for their intended purpose and that the Lessee's employees participate in and comply with any waste separation programs.
- 7.3 The Lessee will, where cost and performance competitive in the Lessee's reasonable opinion, give priority to buying materials with recycled content to reduce waste in paper products, office equipment and components, vegetation material, and construction and demolition material.

Green Lease Schedule and Clauses

- 7.4 The Lessor will not hinder the Lessee in establishing alternative or other recycling or reuse services for non-hazardous waste produced by the Lessee and will assist the Lessee in facilitating such recycling services, where reasonable practicable.

8 Metering

Premises/Tenancy metering

- 8.1 The Lessor agrees and commits to the following:
- 8.1.1 at its cost, ensure that from the Commencement Date the Premises are separately metered for electricity (including separate metering for light, power and any air conditioning which exclusively services the Premises), and where the Building has the capability, 30 minute on market status electricity meters;
 - 8.1.2 at its cost, ensure that the electricity meters have an accuracy class suitable for customer billing the meter register;
 - 8.1.3 that the Lessee is entitled to purchase its own electricity.

Building metering

- 8.2 The Lessor will ensure that from the Commencement Date there is:
- 8.2.1 separate metering for electricity for the Building including the Base Building Services and common areas and, where the Building has the capability, 30 minute on market status electricity meters;
 - 8.2.2 separate metering for the Building for the different water uses, such as cooling tower, if any.

9 Building Management Committee

- 9.1 The Lessor and the Lessee will establish the Building Management Committee within 90 days of the Commencement Date of the Lease which will then operate for the Term of the Lease, and will comprise an equal number of Lessor Representative(s) and Lessee Representative(s) and may comprise of representatives from other occupants of the Building.
- 9.2 The Building Management Committee will meet quarterly or at such other intervals as determined by the Lessor or the Lessee by at least 14 days notice to the other party of the requirement for a meeting.
- 9.3 The meetings of the Building Management Committee are for the purposes of addressing and assessing:
- 9.3.1 any matters or issues which are identified in this Schedule as being matters for the Building Management Committee;
 - 9.3.2 reporting on matters or issues under the Environmental Management Plan;

Green Lease Schedule and Clauses

- 9.3.3 addressing other matters or issues relevant to the environmental performance of the Building.
- 9.4 The Building Management Committee will create an Environmental Management Plan within 120 days of the Commencing Date of this Lease and will review and assess that plan annually.
- 9.5 If a Environmental Management Plan has not been created by the Building Management Committee within the timeframe specified in clause 9.4, then the Lessor or the Lessee may prepare the Environmental Management Plan and serve this on the Building Management Committee for consideration and approval. The Environmental Management Plan must be consistent with the terms and conditions of this Lease and this Schedule and the Lessor and Lessee must comply with the Environmental Management Plan.
- 9.6 The Lessor and the Lessee will bear their own costs in connection with the establishment and operation of the Building Management Committee and the cost of producing an Environmental Management Plan.

10 Reporting

- 10.1 If requested by the Building Management Committee or required under this Schedule, both the Lessor and the Lessee must provide any information and data available to it to the Building Management Committee at each meeting to enable the Building Management Committee to perform its functions under this Schedule.
- 10.2 The Lessor agrees to undertake the following measurements in relation to the Building, and if applicable, in accordance with the Environmental Management Plan:
- 10.2.1 Monthly monitoring and quarterly reporting of the Base Building Services Energy Intensity by zone.
- 10.2.2 Monthly monitoring and quarterly reporting of Building water use by submeter.
- 10.3 The Lessee agrees to undertake the following measurements in relation to the Premises, and if applicable in accordance with the Environmental Management Plan:
- 10.3.1 Monthly monitoring and quarterly reporting of the Premises Energy Intensity, and if possible by zone.
- 10.4 The Lessor and the Lessee will bear their own costs in connection with their obligations under clause 10.1 of this Schedule.

Providing information

- 10.5 The Lessor and Lessee must provide such information as is reasonably required by the Lessor or the Lessee or Accredited Assessor relating to information required to obtain accredited NABERS Ratings. Such information will be in a form and with the necessary content reasonably required to determine the relevant rating.

Green Lease Schedule and Clauses

Maintain records

- 10.6 The Lessor and Lessee must collect, maintain and store records of all relevant information required under this Schedule or the Environmental Management Plan or as necessary to obtain a NABERS Rating.

11 Remedial action

- 11.1 If either party has breached an obligation under this Schedule, the other party (**Initiator**) may give the defaulting party (**Recipient**) a Remedial Notice. The Remedial Notice will be in writing and will request the commencement of dialogue or remedial action.
- 11.2 The Lessor and the Lessee will meet within 28 Days of the Recipient receiving the Remedial Notice and will use their best endeavours to agree a Remedial Plan which:
- 11.2.1 sets out remedial action; and
 - 11.2.2 contains a timetable for completion of the remedial action.
- 11.3 If the parties fail to meet within 28 Days and or fail to agree on a Remedial Plan, then the Remedial Plan (or any parts of it which have not been agreed by the parties) will be determined by an Expert in accordance with clause 12 of this Schedule on the application of either party.

12 Dispute resolution

Expert determination of dispute

- 12.1 Any difference or dispute between the parties or the Building Management Committee which are not resolved within 10 Days after notice by one party to the other of the nature of the difference or dispute may be referred by either party for determination by an Expert who is an appropriate practising professional with the relevant expertise in the subject matter of the difference or dispute.
- 12.2 The Expert will be appointed at the request of either party by agreement or if the parties agree on the Expert with 10 days then by the President or senior official of the Australian Institute of Arbitrators and Mediators in the State of NSW (or if this body ceases to exist or function then its replacement or equivalent body). Production of this clause will be sufficient evidence of the right to make the request. The President or senior official will be asked to appoint the Expert within 28 Days of the request.
- 12.3 Each party may make a submission either orally or in writing to the Expert within 10 Days after that appointment.
- 12.4 In making a determination the Expert will:
- 12.4.1 act as an expert and not as an arbitrator;
 - 12.4.2 consider any submission made to it by a party;

Green Lease Schedule and Clauses

- 12.4.3 deliver his determination within 10 Days after the last day on which the parties are entitled to make submissions; and
- 12.4.4 provide the parties with a written statement of reasons for the determination.
- 12.5 The determination of the Expert is conclusive and binding on the parties.
- 12.6 The costs of the Expert will be shared equally between the parties, unless one party is found by the Expert to have caused the dispute wilfully or unreasonably, then the cost of the Expert will be as determined by the Expert. Either party may request the Expert to make a determination under this clause.
- 12.7 If the Expert fails to deliver a determination within 10 Days after the last day on which the parties are entitled to make submissions, either party may require the appointment of a further Expert under clauses 12.1 and 12.2 of this Schedule to determine the dispute.
- 12.8 This clause does prevent a party from seeking urgent interlocutory relief in a court of competent jurisdiction.

13 Confidentiality

- 13.1 All information collected or provided under this Schedule is confidential (unless already in the public domain) and must be kept so to preserve its confidential nature and must not be used for any purpose other than intended under this Schedule.
- 13.2 The recipient must not disclose or permit the disclosure of the information to any person except as permitted under this Schedule, or as required by law, or otherwise with the provider's written consent.

14 Costs not passed on

- 14.1 The Lessor must not pass on to the Lessee directly or indirectly, including by way of reliance upon the outgoings provisions, any costs incurred, or to be incurred, in complying with the Lessor's obligations under this Schedule.

15 Definitions

Accredited Assessor means an assessor accredited by the relevant Regional Certification Body or if there is no regional certification body, by the National Administrator under the NABERS Scheme

Base Building Services means all central services and systems of any nature within the Building that service the tenancies or common areas or other parts of the Building.

Building Management Committee has the meaning set out in clause 9.

Green Lease Schedule and Clauses

Cost Effective means having an internal rate of return of 12%, where the additional cost is assessed against water and energy cost savings.

Energy Intensity means mega joules of energy consumed per square metre of the Building or the Premises as the case may be.

Energy Intensity Improvements means any act, matter or thing which has the effect of reducing Energy Intensity.

Environmental Management Plan means the plan developed by the Building Management Committee that will specify a management strategy to identify, implement and manage:

- (a) Energy Intensity Improvements for the Building, including the Base Building Services and Premises and other premises in the Building;
- (b) a Building User Guide for use of systems and procedures for the Building;
- (c) procedures and requirements for maintenance of Base Building Services, including timeframes for rectification or repair;
- (d) Waste management, including recycling and waste separation practices;
- (e) Water conservation practices; or
- (f) Other matters required under this Schedule to be part of the Environmental Management Plan or as identified by the Building Management Committee.

and in the absence of the Building Management Committee creating the plan, the plan developed by:

- (g) the Lessor (at its own cost) that will specify a management strategy to identify, implement and manage Energy Intensity Improvements for the Building (excluding the Premises);
- (h) the Lessee (at its own cost) that will specify a management strategy to identify, implements and manage Energy Intensity Improvements for the Premises;
- (i) any Building User Guide prepared by the Lessor; or
- (j) the Lessee or Lessor for other matters required under this Schedule to be part of the Environmental Management Plan.

Expert means an expert who is appointed in accordance with clause 12 of Schedule 1.

Government means the government of the state of New South Wales.

Indoor Environment Quality means the key components that influence the health, comfort and wellbeing of occupants and is determined by the air quality, lighting, acoustic comfort, thermal comfort and office layout.

Green Lease Schedule and Clauses

Lessor's Representative means the person(s) notified by the Lessor as its representative(s) on the Building Management Committee, from time to time.

Lessee's Representative means the person(s) notified by the Lessee as its representative(s) on the Building Management Committee, from time to time.

NABERS Energy Rating means National Australian Built Environment Rating System Energy Rating which is a performance-based rating system for existing buildings to rate energy efficiency.

NABERS Scheme means the National Australian Built Environment Rating System administered by the Department of Environmental and Climate Change (New South Wales) or by any successor or other body administering the National Australian Built Environment Rating System from time to time, in the form in which it applies at the Commencement Date.

NABERS Water Rating means the National Australian Built Environment Rating System Office Water Rating which is a performance-based rating system for existing whole buildings to rate water efficiency.

Policy means the NSW Government Sustainability Policy (Memorandum No 2008- 28).

Remedial Notice means a notice given under clause 11 by a party where the other party has breached an obligation under the Lease.

Remedial Plan means a plan agreed or determined under clause 11.

Tenancy means the Premises and includes all Lessee fitout but does not include any Base Building Services.

VOC means Volatile Organic Compounds being organic compounds that vaporise (become a gas) at room temperature.



ANNEXURE B

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ANNEXURE B

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: MID AREA NOMINEES PTY LTD ABN 72 077 472 550

Lessee: STATE PROPERTY AUTHORITY ABN 91 840 597 406

This annexure consists of 13 pages.

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

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RETAIL LEASE CERTIFICATE

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

16(1) The term for which a retail shop lease is entered into, together with any further term or terms provided for by any agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease, must not be less than 5 years. An agreement or option is not taken into account if it was entered into or conferred after the lease was entered into.

16(2) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.

I certify that:

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

Date

Signature



NAME (BLOCK LETTERS)

Lindsay Haraldson
A/Executive Director
Portfolio Management Group
State Property Authority

ANNEXURE B

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CLAUSE 1 FORM OF THIS LEASE

What are the parts to this lease?

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

CLAUSE 2 PARTIES

Who are the parties to this lease?

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

CLAUSE 3 THE PROPERTY

What property is leased?

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

CLAUSE 4 LEASE PERIOD

How long is this lease for?

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

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

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

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

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

CLAUSE 5 MONEY

What money must the lessee pay?

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

A request for payment can be made –

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

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

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

When and how is the rent to be reviewed?

- 5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

- 5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

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

Method 2. By reference to Consumer Price Index.

- 5.8 In this case –

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

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

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

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

Method 3. By reference to current market rent.

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

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

CLAUSE 6 USE

How must the property be used?

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

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

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

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

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

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

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

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

What happens if the property is damaged?

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

CLAUSE 9 ACCESS

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

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

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CLAUSE 10 TRANSFER AND SUB-LEASE

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

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

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

What are the lessor's other obligations?

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

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

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

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

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

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

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

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

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

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

CLAUSE 15 GOODS AND SERVICES TAX

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

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

CLAUSE 16 BANK GUARANTEE

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

CLAUSE 17 SECURITY DEPOSIT

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

CLAUSE 18 STRATA CONVERSION

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

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

IMPORTANT NOTES

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

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

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

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

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

.....
Solicitor for the lessor

KAY ELIZABETH MARTIN
of 61 Deakin Avenue Mildura
An Australian Legal Practitioner (within the
meaning of the Legal Profession Act 2004)

Enquiry ID	3167862
Agent ID	81429403
Issue Date	18 Nov 2019
Correspondence ID	1697983565
Your reference	245282-2

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D877693/11	32 ENTERPRISE WAY BURONGA 2739	\$260 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

Yours sincerely,



Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6906
Help in community languages is available.



Wentworth Shire Council

26-28 Adelaide Street WENTWORTH NSW 2648
PO Box 81 WENTWORTH NSW 2648

Our Reference: DOC/19/24142
Your Reference: 245282-2
Contact: Health & Planning Division
Phone: 03 5027 5027
Date: 21 November 2019

Martin Irwin & Richards Lawyers
PO Box 4101
MILDURA PRIVATE BOXES VIC 3502

Email: property@mirlawyers.com.au

Dear Sir / Madam

**SECTION 10.7 CERTIFICATE 2019-318 MID AREA NOMINEES 32 ENTERPRISE WAY LOT 11 DP 877693
BURONGA**

Further to the Application for a Section 10.7 Certificate received on 21 November 2019, please find attached the Planning Certificate 2019-318 providing information on the development standards of the above property including the planning restrictions that apply to the land at the date of issue.


A copy of the Sewer Drainage Plan is also attached for your records as requested.

Should you require any further information please contact the Health & Planning Division 03 5027 5027.

Yours faithfully

GEORGE KENENDE
DEVELOPMENT ASSESSMENT OFFICER

Attachment

	26- 28 Adelaide Street Po Box 81 WENTWORTH NSW 2648 Tel: 03 5027 5027 council@wentworth.nsw.gov.au	Notice of a Planning Certificate under Section 10.7 issued under the <i>Environmental Planning and Assessment Act 1979</i> Section 10.7.
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Our Ref: DOC/19/24142
Applicant reference no: 245282-2
Section 10.7 certificate no: 2019-318
Applicant name: Martin Irwin & Richards Lawyers
Applicant address: PO Box 4101
MILDURA PRIVATE BOXES VIC 3502
Owner name: Mid Area Nominees Pty Ltd
Owner address: PO Box 378 MILDURA VIC 3502
Subject land: 32 Enterprise Way Lot 11 DP 877693 Buronga
Date of certificate: 21 November 2019

PROFESSIONAL DISCLAIMER

The attached information has been taken from Council's records and is provided in good faith. When information pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 is requested, Council is under no obligation to furnish any information pursuant to that Section. Council draws your attention to Section 10.7(6) of the Act which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference in this Certificate to any matter affecting the land shall not imply that the land is not affected by any such matter.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information they have provided.

Council is prepared to provide up to date oral information about matters disclosed throughout, if it does so, it accepts no responsibility for the accuracy of information given and no employee of Council is authorised to bind Council by such information.



Signed: **GEORGE KENENDE**
DEVELOPMENT ASSESSMENT OFFICER
under delegation on behalf of the Shire of Wentworth



DISCLOSURE OF INFORMATION IN RELATION TO THE SUBJECT LAND AS PER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Section 10.7 Certificate No: 2019-318

<p>1. Names of relevant planning instruments and DCPs</p> <p>a) The name of each environmental planning instrument that applies to the carrying out of development on the land.</p> <p>b) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p> <p>c) The name of each development control plan that applies to the carrying out of development on the land.</p> <p>d) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</p>	<p>a) Wentworth Local Environmental Plan 2011, dated 16 December 2011.</p> <p>b) See Annexure 1.</p> <p>c) Wentworth Development Control Plan December 2011.</p> <p>d) Not applicable.</p>
<p>2. Zoning and land use under relevant LEPs</p> <p>For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):</p> <p>a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)")</p> <p>b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,</p> <p>c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,</p> <p>d) the purposes for which the instrument provides that development is prohibited within the zone,</p> <p>e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,</p> <p>f) whether the land includes or comprises critical habitat,</p> <p>g) whether the land is in a conservation area (however described),</p> <p>h) whether an item of environmental heritage (however described) is situated on the land.</p>	<p>a) Wentworth Local Environmental Plan (WLEP) 2011 ZONE: RUS - Village</p> <p>b) In addition to the controls contained in the <i>Wentworth Local Environmental Plan 2011</i>, State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 sets out further circumstances where development consent will be required for development involving certain types of buildings, the demolition of buildings or the subdivision of land. These circumstances may include development that does not require consent under the <i>Wentworth Local Environmental Plan 2011</i>.</p> <p>c) See Annexure 1.</p> <p>d) See Annexure 1.</p> <p>e) Not applicable.</p> <p>f) No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>g) No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>h) No.</p>

<p>2A.Zoning and land use under <u>State Environmental Planning Policy (Sydney Region Growth Centres) 2006</u></p> <p>To the extent the land is within any zone (however described) under:</p> <p>a) Part 3 of the State Environmental Planning Policy <u>State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)</u>, or</p> <p>b) A Precinct Plan (within the meaning of the 2006 SEPP) or</p> <p>c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,</p> <p>the particulars referred to in clause 2(a)-(h) in relation to that land (with reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).</p>	<p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p>
<p>3. Complying development</p> <p>a) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u>.</p> <p>b) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy, the reasons why it may not be carried out under that clause.</p> <p>c) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p>a) Yes - The land is land on which complying development may be carried out.</p> <p>b) Not applicable.</p> <p>c) Not applicable.</p>
<p>4. Coastal protection</p> <p>Whether or not the land is affected by the operation of section 38 or 39 of the <u>Coastal Protection Act 1979</u>, but only to the extent that the council has been so notified by the Department of Finance, Services and Innovation.</p>	<p>Not applicable.</p>
<p>4A.Certain information relating to beaches and coasts</p> <p>In relation to a coastal council – whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> 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.</p> <p>In relation to a coastal council:</p> <p>a) Whether the council has been notified under</p>	<p>Not applicable.</p> <p>Not applicable.</p>

- 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.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council – 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).

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.

Not applicable.

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.

Not applicable.

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

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

Not applicable.

7. Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- a) adopted by the council, or
- b) 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 the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

Not Applicable.

7A. Flood related development controls information

- a) 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 housing) is subject to flood related development controls.
- b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

a) Not applicable.

b) Not applicable.

c) Words and expressions in this clause have the same meanings as in the Standard Instrument.	
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 3.15 of the Act.	Not applicable.
9. Contribution plans The name of each contributions plan applying to the land.	Development Contribution Plan Development Servicing Plan No 1 Development Servicing Plan No 2
9A. Biodiversity certified land If the land is biodiversity certified land under Part 8 of the <u>Biodiversity Conservation Act 2016</u> , a statement to that effect. Note: Biodiversity certified land includes land certified under Part 7AA of the <u>Threatened Species Conservation Act 1995</u> that is taken to be certified under Part 8 of the <u>Biodiversity Conservation Act 2016</u> .	Not applicable.
10. Biodiversity stewardship sites If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <u>Biodiversity Conservation Act 2016</u> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage). Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <u>Threatened Species Conservation Act 1995</u> that are taken to be biodiversity stewardship agreements under Part 5 of the <u>Biodiversity Conservation Act 2016</u> .	No, Wentworth Shire Council has not been notified of the existence of a biodiversity stewardship agreement by the Office of Environment & Heritage in relation to this property.
10A. Native vegetation clearing set asides If the land contains a set aside area under section 60ZC of the <u>Local Land Services Act 2013</u> , a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	No, Wentworth Shire Council has not been notified of the existence of a set aside area by the Local Land Services in relation to this property.
11. Bush fire prone land If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.	Not applicable. This information has been sourced from mapping provided by the NSW Rural Fire Service.
12. Property vegetation plans If the land is land to which a property vegetation plan approved under Part 4 of the <u>Native Vegetation Act 2003</u> (and that continues in force) applies, a statement to that effect (but only if the council has	Not applicable. This information has been sourced from NSW Local Land Services.

been notified of the existence of the plan by the person or body that approved the plan under that Act).

13. Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

No, Council has not been notified by the Land Environment Court of any orders having been made under the Trees (Disputes Between Neighbours) Act 2006 in relation to this property.

14. Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect

No, there is no direction in force from the Minister under Section 75P (2) (c1) in relation to this property.

15. Site compatibility certificates and conditions for seniors housing

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies:

- a) A statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department, and
- b) A statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

Not applicable.

Not applicable.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

- a) A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is valid, and
 - (ii) that a copy may be obtained from the head office of the Department.

Not applicable.

17. Site compatibility certificates and conditions for affordable rental housing

- a) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is current,

Not applicable.

<p>and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p> <p>b) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>Not applicable.</p>
<p>18. Paper subdivision information</p> <p>a) The name of any development plan adopted by a relevant authority applies to the land or that is proposed to be subject to a consent ballot.</p> <p>b) The date of any subdivision order that applies to the land.</p> <p>c) Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning & Assessment Regulation.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
<p>19. Site verification certificates</p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>a) The matter certified by the certificate, and</p> <p>Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</p> <p>b) The date on which the certificate ceases to be current (if any), and</p> <p>c) That a copy may be obtained from the head office of the Department.</p>	<p>Not applicable.</p>
<p>20. Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	<p>Not applicable.</p>
<p>21. Affected building notices and building product rectification orders</p> <p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:</p>	<p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p>

Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

22. Information regarding Contaminated Land as prescribed by section 59 (2) of the Contaminated Lands Management Act 1997

- | | |
|---|-----|
| (a) Is the land to which the certificate relates significantly contaminated land within the meaning of that Act? | No. |
| (b) Is the land to which the certificate relates subject to a management order within the meaning of that Act? | No. |
| (c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act? | No. |
| (d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act? | No. |
| (e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act? | No. |



**CERTIFICATE UNDER SECTION 10.7(1) PURSUANT TO SECTION 10.7(5) OF THE
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

Section 10.7 Certificate No: 2019-318

You are advised that at the date of this certificate the subject land is affected by the following matters:-

Information Requested	Reply
a) Has the Council information which would indicate that the land is subject to slip or of flooding or tidal inundation?	No.
b) Has the Council information which would indicate that the land is subject to slip or subsidence?	No.
c) Is the land subject to a Tree Preservation Order?	No.
d) Has any development consent with respect to the land been granted within the previous five years?	No.
e) Any known non-compliance with matters relating to development approval?	No.
f) Any known non-compliance on matters relating to, or delegated to Council and notices requiring work to be carried out in relation to building and/or health items?	A final inspection has not been carried out on Office Building & Shed the subject of Construction Certificate No. 2/99.
g) Any other known matter of which Council is aware that applies to the subject land?	Yes *Seven (7) Mobile Garbage Bin have been issued to this property. *The comments and information contained in this certificate relate to the property described in the section "Description of Land". *The information contained in this certificate has been compiled from Council's records – no physical inspection of the property was carried out.

The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.

Signed: GEORGE KENENDE
DEVELOPMENT ASSESSMENT OFFICER
under delegation on behalf of the Shire of Wentworth
Dated: 21 November 2019



**ANNEXURE 1 TO CERTIFICATE PURSUANT TO SECTION 10.7(1) OF THE ENVIRONMENTAL
PLANNING & ASSESSMENT ACT 1979**
RU5 Village Zone as at 16 December 2011

You are advised that as at the date of this Certificate the subject land is affected by the following matters:-

(a) **STATE ENVIRONMENTAL PLANNING POLICIES**

No 21 - Caravan Parks – Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

No 33 - Hazardous and Offensive Development – Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

No 36 - Manufactured Home Estates – Helps establish well-designed and properly serviced manufactured home estates (MHEs) in suitable locations. Affordability and security of tenure for residents are important aspects. The policy applies to Gosford, Wyong and all local government areas outside the Sydney Region. To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy before the local council can approve development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years. A section 117 direction issued in conjunction with the policy guides councils in preparing local environmental plans for MHEs, enabling them to be excluded from the policy.

No 44 - Koala Habitat Protection - Encourages the conservation and management of natural vegetation areas that provide habitat for koalas to ensure permanent free-living populations will be maintained over their present range. The policy applies to 107 local government areas. Local councils cannot approve development in an area affected by the policy without an investigation of core koala habitat. The policy provides the state-wide approach needed to enable appropriate development to continue, while ensuring there is ongoing protection of koalas and their habitat.

No 50 - Canal Estate Development – Bans new canal estates from the date of gazettal (10th November 1997), to ensure coastal and aquatic environments are not affected by these developments.

No 55 - Remediation of Land – Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared [Managing Land Contamination: Planning Guidelines](#).

No 64 - Advertising and Signage - Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

No 65 - Design Quality of Residential Apartment Development - Improves the design quality of residential apartment development across the state through the application of a series of design principles. The SEPP recognises that the design quality of residential apartment development is of significance for environmental planning for the State due to the economic, environmental, cultural and social benefits of high quality design. The SEPP operates to ensure that residential apartment development contributes to sustainable development of the state, achieves better built form and aesthetics of buildings and streetscapes, supports housing affordability for wide range of people, better satisfies the increasing demand, the changing social and demographic profile of the community, and maximises amenity, safety and security for the benefit of its occupants and the wider community. The SEPP facilitates timely and efficient assessment of applications for residential apartment development by providing a consistent policy framework and mechanism across the State. The policy provides for the establishment of design Review Panels to provide independent expert advice to councils on the merit of residential flat development.

SEPP (Affordable Rental Housing) 2009 – Establishes a consistent planning regime for the provision of affordable rental housing. The SEPP facilitates the effective delivery of new affordable rental housing by providing planning control incentives and expanding the role for not-for-profit-providers of affordable rental housing. The SEPP also establishes approaches to facilitate the retention and mitigate the loss of existing affordable rental housing. The SEPP aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

SEPP (Building Sustainability Index: BASIX) 2004 - This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX.

SEPP (Concurrences) 2018 – Authorises the Planning Secretary to elect to act in place of a concurrence authority for the for the purposes of deciding whether to grant concurrence to a development if the concurrence authority fails to inform a consent authority of the decision concerning concurrence within the time allowed for doing so.

SEPP (Educational Establishments and Child Care Facilities) 2017 - Facilitates the effective delivery of educational establishments and early education and care facilities across the State. The SEPP improves regulatory certainty and efficiency for educational establishments and early education and care facilities through a consistent planning regime that simplifies and standardises planning approval pathways and establishes consistent State-wide assessment requirements and design considerations for these developments. The policy provides for the consultation with relevant public authorities during the assessment process or prior to development commencing for educational establishments and early education and care facilities. The SEPP also aligns the NSW planning framework with the National Quality Framework for early education and care services to enable proponents and consent authorities ensure that new developments or modified premises meet the applicable requirements of the National Quality Framework for the services. The policy supports joint and shared use of the facilities of educational establishments with the community through appropriate design.

SEPP (Exempt and Complying Development Codes) 2008 - Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying

development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

SEPP (Housing for Seniors or People with a Disability) 2004 – Encourages the provision of adequate, diverse and high quality housing for aged persons and people with disabilities. The SEPP achieves its aims by overriding local planning controls that would prevent the development of housing for seniors or people with a disability and setting out design principles to achieving built form that is in keeping with the site and local neighbourhood.

SEPP (Infrastructure) 2007 - Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency. More details about the SEPP, including a guide, are available at www.planning.nsw.gov.au.

SEPP (Mining, Petroleum Production and Extractive Industries) 2007 – Provides for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. This Policy establishes appropriate planning controls to encourage ecologically sustainable development.

SEPP (Miscellaneous Consent Provisions) 2007 - Permits the erection of temporary structures with development consent across the state. The SEPP aims to ensure the safety of persons using temporary structures and protect the environment at the location, and in the vicinity, of temporary structures by specifying relevant matters for consideration.

SEPP (Primary Production and Rural Development) 2019 - Facilitates the orderly and economic use and development of lands for primary production. The aims to reduce land use conflict and sterilisation of rural land by balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources. The SEPP encourages sustainable aquaculture and outlines the criteria for categorising aquaculture as designated development. The SEPP identifies State significant agricultural land, simplifies the regulatory process for water supply in irrigation areas and districts and sets out the considerations for assessing the impact of all proposed development oyster aquaculture.

SEPP (State and Regional Development) 2011 – Identifies and declares development as a State significant development, State significant infrastructure, critical State significant infrastructure or regionally significant development based on a number of factors including location, purpose and capital investment value etc.

SEPP (State Significant Precincts) 2005 - Facilitates the orderly development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State for the benefit of the state. The SEPP aims to facilitate service delivery outcomes for a range of public services, the development of major sites for a public purpose and redevelopment of major sites no longer appropriate or suitable for public purposes.

SEPP (Urban Renewal) 2010 - Establishes the process for assessing and identifying sites as urban renewal precincts and facilitates the orderly and economic development and redevelopment of sites in and around such precincts. The SEPP aims to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

SEPP (Vegetation in Non-Rural Areas) 2017 - Protects the biodiversity values of trees and other vegetation in non-rural areas of the State. The SEPP aims to preserve the amenity of non-rural areas through the preservation of trees and other vegetation. The policy establishes the approval pathways for clearing in non-rural areas.

(b) **REGIONAL ENVIRONMENTAL PLANS**

Willandra Lakes REP No 1 - World Heritage Property - Applies to the Willandra Lakes Region in the Shires of Wentworth and Balranald. The purpose of the plans is to protect, conserve and manage this World

Heritage Property in accordance with any strategic plan of management. The plan also aims to provide a process of consultation with stakeholders on development and related decisions.

Murray REP 2 - Riverine Land - Ensures the river and its floodplain are able to support a range of productive land uses. The plan coordinates planning along the Murray River and the implementation of planning related aspects of the Murray Darling Basin Commission strategies. It simplifies the consultation process between agencies and councils established in REP No. 1. It also promotes consistency between NSW and Victoria planning in relation to the river and its floodplain.

(c) **LOCAL ENVIRONMENTAL PLANS – RU5 VILLAGE ZONE**

1. Objectives of zone

- To provide for a range of land uses, services and facilities that are associated with a rural village.
- To promote development in existing towns and villages in a manner that is compatible with their urban function.
- To encourage well-serviced sustainable development
- To ensure there are opportunities for economic development
- To deliver new residential and employment growth in Buronga and Gol Gol.
- To ensure business and retail land uses are grouped within and around existing activity centres.

2. Permitted without consent

Environmental protection works; Home-based child care; Home businesses; Home occupations; Roads; Water reticulation systems

3. Permitted with consent

Centre-based child care facilities; Community facilities; Dwelling houses; Home industries; Liquid fuel depots; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Schools; Tank-based aquaculture; Any other development not specified in item 2 or 4

4. Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Cellar door premises; Correctional centres; Crematoria; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Industrial training facilities; Industries; Pond-based aquaculture Port facilities; Rural industries; Rural workers' dwellings; Sex services premises; Vehicle body repair workshops; Wharf or boating facilities

