

Contract for the sale of land – 2005 edition

TERM

Vendor's agent

MEANING OF TERM

THE PROPERTY INVESTMENT COMPANY PTY. LTD.
5/16-18 Wolseley Road
POINT PIPER NSW 2027
(Email: mauricewatson@bigpond.com)

Freecall: 1800 770 114
Office: (02) 9328 0022
Mobile: 0408 408 146

Co-agent
 Vendor

Vendor's Solicitor

J. S. MUELLER & CO.
1st Floor, 240 Princes Highway, Arncliffe NSW 2205
(DX 25315 ROCKDALE)

Tel: (02) 9562-1266
Fax: (02) 9567-8551
Ref: JSM:MA:30313

Completion date

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

Land

LOT /8 HOPE STREET, ROSEHILL NSW 2142

(Address, plan details and title reference)

Registered Plan: Lot in Strata Plan 64025
Folio Identifier: /SP64025

- Improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace none
 other:
 Attached copies Documents in the List of Documents as marked or as numbered:
 Other documents:

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

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

Exclusions
 Purchaser
 Purchaser's solicitor

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

Vendor _____

Witness _____

GST AMOUNT (optional)
 The price includes
 GST of: _____

Purchaser JOINT TENANTS tenants in common in unequal shares

Witness _____

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

- Land tax is adjustable NO yes
 GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes

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

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

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

ACE BODY CORPORATE CHIPPENDALE – P.O. Box 540, Broadway NSW 2007 Tel: (02) 9690-1737

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

WARNINGS

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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurance as appropriate.

DISPUTES

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

AUCTIONS

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

**WARNING
SWIMMING POOLS**

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

**WARNING
SMOKE ALARMS**

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

**WARNING
SMOKE ALARMS**

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Payment of vendor duty out of the deposit

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay -
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed -
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse.

8 Vendor's right to rescind

The vendor can *rescind* if -

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

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can -

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either -
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Completion date

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

16 Completion• **Vendor**

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

• **Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• **Place for completion**

- 16.11 *Normally*, the *parties* must complete at the completion address, which is -
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

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

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

18 Possession before completion

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

18.2 The purchaser must not before completion -

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

18.3 The purchaser must until completion -

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is -

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 'common property' includes association property for the scheme or any higher scheme;
- 'contribution' includes an amount payable under a by-law;
- 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 'the *property*' includes any interest in common property for the scheme associated with the lot;
- 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

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

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) -
 25.1.1 is under qualified, limited or old system title; or
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
 25.4.1 shows its date, general nature, names of parties and any registration number; and
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 25.5.3 *normally*, need not include a Crown grant; and
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
 25.6.1 in this contract 'transfer' means conveyance;
 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -
 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*;
 or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

- 28.3 If the plan is not registered *within* that time and in that manner -
28.3.1 the purchaser can *rescind*; and
28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening -
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal;
29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -
 - either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision;
 - the end of the time for the event to happen.
29.8 If the *parties* cannot lawfully complete without the event happening -
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the completion date becomes the later of the completion date and 21 days after either *party serves* notice of the event happening.
29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

SECTION 66W CERTIFICATE

I, of,
in the State of New South Wales, Solicitor/Licensed Conveyancer, certify as follows:

1. I am a Solicitor/Licensed Conveyancer currently admitted to practise in New South Wales;

2. I am giving this Certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a Contract for the sale of property at from to in order that there is no cooling off period in relation to that Contract;

3. I do not act for and am not employed in the legal practice of a Solicitor/Licensed Conveyancer acting for nor am I a member or employee of a firm of which a Solicitor/Licensed Conveyancer acting for is a member or employee; and

4. I have explained to :
 (a) The effect of the Contract for the purchase of that property;
 (b) The nature of this Certificate; and
 (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: 2017

.....

SPECIAL CONDITIONS

30. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this Special Condition not been included herein, it is hereby agreed and declared that should either party or there being more than one of either party, any one or more of them, prior to completion:-

- (i) die or become mentally ill;
- (ii) 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 manager or administrator be appointed,

then the other party may rescind this Contract by notice in writing forwarded to the solicitor named herein as that party's solicitor and thereupon this Contract shall be at an end and the provisions of Condition 19 hereof shall apply.

31. The Purchaser acknowledges that he is purchasing the property in its present condition and state of repair and with any defects as regards its construction and subject to any infestation contamination and dilapidation as at the date of this Contract and as a result of his own inspection, knowledge and enquiries and that the Vendor has not nor has anyone on his behalf made any representation or warranty in respect of the property whether as to its fitness for any particular purpose or otherwise and the Purchaser acknowledges that he shall not be entitled to call upon the Vendor to effect any repairs or remediation whatsoever, whether of a structural nature or otherwise, to the property or the improvements erected upon the property nor make any objection, requisition or claim for compensation in respect of any such matter as is referred to herein.

32.1 (a) For the purpose of this Contract, the following have the following meanings:-

“**Action**” means make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this Contract or seek to delay completion.

“**Debt**” means any amount payable by a Tenant pursuant to the Tenancy for any period on or before the adjustment date which has not been paid before completion.

“**Lease**” means the lease a copy of which is attached to this Contract.

“**Tenancy**” means the right of occupancy pursuant to the Lease;

- (b) Subject to this clause the Purchaser purchases the Land subject to the Tenancy;
 - (c) The Purchaser acknowledges and warrants that:-
 - (i) prior to entering into this Contract, the Purchaser has inspected the Lease in respect of the Tenancy and has satisfied itself in relation to all matters relating to the Lease including the terms and conditions of the Lease and the Guarantee and Indemnity annexed thereto;
 - (ii) the Vendor gives no warranty and makes no representation as to the Lease or anything in relation to it including its completeness, validity or enforceability or as to any breaches, the manner of execution, stamping or registration of the Lease; and
 - (iii) without limitation to any other provisions in this Contract, the Purchaser may not take any Action in respect of any term or condition of the Lease, the Guarantee and Indemnity annexed thereto or any matter arising from the Lease including the following:-
 - a. the Lease, the Guarantee and Indemnity or any part of the Lease is or may be void, unenforceable, illegal or because the Lease may be avoided or terminated;
 - b. the Vendor's mortgagee (if any) or the local council or some other government or semi-government authority has not consented to any Tenancy or has not endorsed its consent on the Lease;
 - c. the existence of any sub-tenancy granted by a Tenant;
 - d. the invalidity of the exercise of any option under any Lease;
 - e. the illegality of any use by the Tenant;
 - f. the exercise of any option under the Lease.
- 32.2 (a) The Purchaser acknowledges that it has made its own enquiries as to the current rent on the Tenancy and shall not make any claim, requisition or rescind or terminate in connection with the current rent on the Tenancy.
- (b) Between the date of this Contract and completion the Vendor may not in respect of the Lease:-
 - (i) consent to any transfer (except where in the reasonable opinion of the Vendor it is obliged to under the Lease);
 - (ii) grant any other consent;

- (iii) exercise any right or forfeiture or to determine the Lease or Tenancy by reason of default of the Tenant; or
- (iv) knowingly waive any breach of covenant;
- (v) enter into any discussions, or agree with the Tenant in connection with the applicable rent pursuant to any market review position contained within the Lease or agree with the Tenant on any other matter pursuant to the Lease,

without first obtaining the consent of the Purchaser. That consent must not be unreasonably withheld or delayed by the Purchaser;

- (c) The Purchaser's consent under paragraph (b) of this sub-clause will be deemed to have been given unless the Purchaser serves notice that it does not consent, with the reasons for refusing consent, within 7 days from the date the Vendor applies for that consent;
- (d) In the event that the Vendor is of the opinion that the nature of the dealing with the Tenancy is so urgent that the consent to that dealing from the Purchaser is required on an urgent basis, the Vendor may notify the Purchaser of that opinion immediately, and the Purchaser must provide consent to the dealing within 2 days from the date the Vendor requests the Purchaser's consent. In the event that the Purchaser fails to provide its consent to the dealing within 2 days, the Purchaser's consent will be deemed to have been given.

- 32.3
- (a) On completion, the Vendor will be deemed to have assigned to the Purchaser (to the extent legally possible) the benefit arising after completion of all the Tenant's obligations contained or implied in the Lease except those relating to the period before the adjustment date; and
 - (b) On completion, the Vendor must give to the Purchaser a copy of an executed notice of the transfer of the Property addressed to the Tenant;
 - (c) From completion the Purchaser must duly and punctually observe and perform all of the Vendor's obligations contained or implied in the Lease including the obligation to grant any Lease, licence or other occupancy rights under any option, agreement for Lease or right of first refusal. This clause does not apply in connection with any antecedent breaches of the Lease by the Vendor or any applicable legislation or regulation;
 - (d) The Purchaser indemnifies the Vendor from all liability including any loss, damage, claim, proceeding, cost and expense arising after completion as a result of the Purchaser not complying with any part of the Vendor's obligations referred to in this clause. This clause does not apply in connection with any antecedent breaches of the Lease by the Vendor or any applicable legislation or regulation.

- 32.4 (a) On the date of completion an adjustment of rental in respect of the Tenancy for the current period (week, fortnight or month as the case may be) will be made between the Vendor and the Purchaser in favour of the Vendor irrespective of whether that current period's rent has been paid by the date of completion. If after completion the Vendor receives the rent directly from the Tenant, the Vendor will reimburse the Purchaser immediately after receipt of its proportion of the rent;
- (b) Despite clause 14 and clause 24 outgoings paid or payable by the Tenant pursuant to the Lease in respect of any period whether ending before or after the adjustment date including arrears shall not be adjusted on completion;
- (c) Despite clause 14 and clause 24 outgoings payable by the Tenant pursuant to the Lease and paid by the Vendor and not reimbursed by the Tenant shall be allowed by the Purchaser to the Vendor on completion.
- (d) The proportion of any outgoing paid by the Vendor pursuant to the Lease or in respect of the Property, being an outgoing not payable by the Tenant, for a period ending after the date of completion shall be allowed by the Purchaser to the vendor on completion.
- 32.5 If there is a Debt referred to in the preceding sub-clause 32.4(c),
- (a) the Vendor must:-
- (i) assign the Debt to the Purchaser on completion; and
- (ii) execute and give to the Purchaser a notice in the form reasonably required by the Purchaser notifying the Tenant of the assignment of the Debt;
- (b) any payment made after completion by a Tenant under a Tenancy is to be applied first in payment of the Debt;
- (c) the Vendor must promptly account to the Purchaser for any part of the Debt received or recovered by the Vendor.
- 32.6 The Vendor must, if requested by the Purchaser, assist the Purchaser (at the Purchaser's expense) and do everything which may reasonably be required by the Purchaser in connection with the recovery of a Debt.
- 32.7 The Purchaser acknowledges that the fixtures and fittings located in or about or attached to the Property in the nature of Tenant's fixtures and fittings are owned by the Tenant or other persons. The Purchaser further acknowledges that there are no inclusions forming part of this sale and that the contents within the Property do not belong to the Vendor.

- 32.8 The Purchaser shall not be entitled to require the Vendor to produce evidence of any insurance that the Tenant is required to effect pursuant to the Lease.
- 32.9 In the event that the Vendor at any time between the date of this Contract and prior to completion receives a notice pursuant to clause 11.3 of the Lease, the Vendor shall forthwith notify the Purchaser and the Purchaser agrees that it shall be responsible at its cost for complying with such notice and shall indemnify the Vendor in respect thereof.
- 32.10 The Purchaser acknowledges that pursuant to clause 14.1 of the Lease, the Vendor must obtain from the Purchaser prior to completion a duly executed Deed of Covenant in favour of the Tenant in the form of Annexure "A3" to the Lease. The Vendor will prepare such Deed at its expense and the Purchaser shall execute and return the duly executed Deed to the vendor's solicitors at least seven (7) days prior to the completion date.
- 32.11 In the event that there is a conflict between the provisions of this clause and clause 24 in the printed form, then the provisions of this clause shall prevail.
33. Fourteen (14) days shall be deemed to be and be reasonable and sufficient notice for all purposes under this Contract for the giving of any notice in relation to the completion of this Contract provided that in the event that such a notice is served either by security post in accordance with Section 170 of the *Conveyancing Act, 1919* or through the facilities of the Document Exchange system in accordance with this Contract, then a period of fourteen days from the date on the face of that notice shall be deemed to be and be a reasonable and sufficient period of notice provided that the notice is sent by post or delivered to an appropriate place in the facilities of the Document Exchange system upon the date which that notice bears.
34. The Purchaser takes title subject to the existing water, sewerage, gas, telephone and electricity installations and services, if any, and no objection shall be taken and no requisition made by the Purchaser in respect of any such installations and services including but without limiting the generality of the foregoing, on the grounds that any connections are made through any other property and that no rights or easements exist in respect of such installations and services, or that such rights or easements cannot be obtained or on the grounds of any defects in such installations or services or on the grounds that any water or sewerage main or any underground or surface stormwater drain, or any gas, telephone or electricity installations and services pass through, over or under the subject property or the improvements thereon or in respect of any manhole or vent upon the subject property.
35. If the purchase price is not paid by the Purchaser to the Vendor upon the date specified for completion of this Contract then (in addition to all other remedies available to the

Vendor) the balance of purchase moneys payable hereunder shall carry interest calculated at the rate of eight per centum per annum computed from the said specified completion date, or, if the Vendor has delayed completion, the date seven (7) days after the Vendor notifies the Purchaser that the Vendor is ready to complete, whichever is the later, until the date of payment to the Vendor, both dates inclusive. Any such interest shall be a liquidated debt due to the Vendor and shall be immediately recoverable by the Vendor in any Court of appropriate jurisdiction together with all costs and expenses of the Vendor relating to such enforcement and collection and shall be payable by the Purchaser to the Vendor upon completion should the Vendor so require.

36. The Purchaser warrants that he has not been introduced to the Vendor or to the property directly or indirectly by any Real Estate Agent or other persons who might be entitled to claim commission from the Vendor in respect of this sale other than as named in this Contract and the Purchaser shall indemnify and keep indemnified the Vendor from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty and any costs including legal costs on an indemnity basis incurred by the Vendor as a consequence thereof and the Vendor's rights under this clause continue after completion, whether or not other rights continue.
37. (a) In the event that:-
- (i) The Purchaser fails to submit a Transfer within the time limit in this Contract, the Purchaser shall pay to the Vendor the sum of \$55.00 (inclusive of GST);
 - (ii) The Vendor issues a Notice to Complete the Purchaser shall pay to the Vendor the sum of \$275.00 (inclusive of GST);
 - (iii) The Purchaser fails to effect settlement after appropriate arrangements have been made, the Purchaser shall pay to the Vendor the sum of \$165.00 (inclusive of GST) for each such failure;
 - (iv) This Contract is settled at any address other than the address provided herein pursuant to the request of the Purchaser, the Purchaser shall pay to the Vendor the sum of \$99.00 (inclusive of GST);
 - (v) The Purchaser requests an extension pursuant to Section 66S of the *Conveyancing Act 1919* and does not serve a notice pursuant to Section 66U of the *Conveyancing Act 1919*, for each extension granted by the Vendor the Purchaser shall pay to the Vendor the sum of \$110.00 (inclusive of GST).
- (b) Any amount to be paid by the Purchaser to the Vendor pursuant to this clause shall be paid on settlement as part of the balance of the price such that the Vendor may refuse to settle unless any such amount is so paid;

- (c) Each of the amounts specified in this Clause is a genuine pre-estimate of the legal and other expenses of the Vendor consequent upon the specified event;
38. If the deposit agreed to be paid by the Purchaser is less than 10% of the purchase price and the Vendor becomes entitled to forfeit the deposit actually paid, the Purchaser shall immediately on demand pay to the Vendor the difference between the 10% of the purchase price and the amount actually paid (to the intent that a full 10% of the purchase price is forfeitable upon default).
39. It is hereby agreed that the Purchaser has not entered into this agreement as a result of any representation, oral or written by the Vendor or any one on the Vendor's behalf other than as set forth in this agreement and the Purchaser acknowledges having made all such investigations and inquiries as the Purchaser deems appropriate. This agreement comprises all of the terms in the agreement between the Vendor and the Purchaser.
40. Because the Purchaser has had the opportunity before entering into this Contract to conduct its own enquiries in respect of the Property, the Property is sold in an as is condition, with all faults or defects (if any), whether or not apparent.
41. The Purchaser accepts and is obliged to meet and comply with any liabilities, obligations, requisitions, directions, recommendations, and notices which may now or in the future be outstanding regarding the Property. The Purchaser shall indemnify the Vendor on demand against any costs, expenses or liabilities incurred by the Vendor in respect of them (unless this Contract is terminated without default on the part of the Purchaser).
- 42.1 The Purchaser acknowledges and agrees that, in entering into this Contract, the Purchaser has not relied on any statement, representation or warranty made by or on behalf of the Vendor either expressly or impliedly as to:-
- (a) the Property;
 - (b) The neighbourhood or environment in which the Property is situated;
 - (c) the viability, profitability, productivity, condition, state of repair or suitability for any use or purpose of the Property;
 - (d) rights and privileges relating to the Property;
 - (e) services actually or likely to be connected or provided to the Property;

- (f) any building, engineering, architectural, development concept or other plans in relation to the Property which the Purchaser or any representative of the Purchaser may have seen or been shown prior to execution of this Contract; or
- (g) any other matter (past, present, future or anticipated) relevant to the Property.

- 42.2 (a) the Purchaser acknowledges that all statements, representations and warranties by or on behalf of the Vendor in this Contract have been made and will be given on the basis of the actual knowledge of those persons associated with the Vendor who have responsibility for the sale of the Property;
- (b) The Purchaser acknowledges that such knowledge may not be as extensive as that of the Vendor.

42.3 The Purchaser warrants that:-

- (a) It has the power and authority to execute and enter into this Contract and perform and observe all its terms without the consent of any person;
- (b) The entry into this Contract will not breach or create any rights benefiting the Purchaser under the *Foreign Acquisition and Takeovers Act 1975* (Cth);
- (c) It requires no regulatory approvals (unless they have been obtained prior to the date of execution of this Contract) to enter into and complete this Contract, including for the avoidance of doubt a written advice from the Australian Treasurer under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to the effect that the Commonwealth Government has no objection to the acquisition by the Purchaser of the Property under this Contract;
- (d) it has duly executed this Contract; and
- (e) each person signing this Contract on behalf of the Purchaser, whether as an officer, agent, trustee or otherwise has full authority to execute this Contract in that capacity.

42.4 The Purchaser acknowledges that prior to signing this Contract it has made its own investigations and enquiries in relation to the Property and that the Purchaser has not relied upon any warranty or statement made by the Vendor or by anyone on its behalf.

42.5 The Purchaser acknowledges that it has inspected the Property and the improvements (if any) erected thereon and accepts it and them (if any) in their state of repair as at the

date of this Contract and shall not be entitled to make any objection, requisition or claim for compensation arising out of the state of repair or condition of the buildings erected on the Property (including, without limitation, by infestation of the buildings by white ants, borers or termites, or make any objection, requisition or claim for compensation concerning the state of construction or repair (or otherwise) of the Property or any part thereof.

- 42.6 (a) The Purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of:-
- (i) any reservation, encumbrance, lien or interest to which this sale is made subject;
 - (ii) any error, mis-statement or omission in the description, area, boundaries or particulars of the Property in this Contract;
 - (iii) any notices, requisitions, direction, recommendation, resumption, intended resumption or compulsory acquisition relating to the Property;
 - (iv) any matter on which:-
 - a. the Vendor gives no warranty;
 - b. the Purchaser has satisfied itself; or
 - c. the Purchaser has agreed that it has not relied upon, including any statement, representation or warranty;
 - (v) any matter the existence of which is disclosed by the Vendor in this Contract;
 - (vi) the presence of any sewer manhole or vent on the property;
 - (vii) any rainwater downpipe being connected to the sewer;
 - (viii) any environmental hazard or contamination;
 - (ix) any asbestos or similar material which may be present on the Property;
 - (x) any latent or patent defect in the property;
 - (xi) any give and take fences on any boundary of the Property, any unfenced boundary or any fence not being on the correct boundary;

- (xii) any application to enclose or close a road affecting or adjoining the Property;
 - (xiii) legal access to the Property;
 - (xiv) any alteration to a drain or natural watercourse running through the Property;
 - (xv) any gate erected across any road;
 - (xvi) any liability, claim, loss or expense of any kind caused directly or indirectly by the Property or any inadequacy of or defect in it;
 - (xvii) any statement, representation or warranty or any information given in response to any request, requisition or objection being incorrect, where it is given in good faith to the best of the knowledge of the Vendor or persons associated with the Vendor making such statement, representation or warranty or giving such information;
or
 - (xviii) any additional matter which is disclosed in this Contract.
- (a) The Vendor does not warrant (except as required by statute or a regulation made thereunder) that anything attached to this Contract is comprehensive or accurate.

42.7 The Purchaser acknowledges that, except as expressly provided in this Contract:-

- (a) at no time has:-
 - (i) the Vendor or any person on the Vendor's behalf, made or given; or
 - (ii) the Purchaser relied on,
any representation, warranty, promise or forecast; and
- (b) no other statements or other representations:-
 - (i) have been relied on in any way as being accurate by the Purchaser;
 - (ii) have been warranted to the Purchaser as being true; or
 - (iii) have induced or influenced the Purchaser, or have been taken into account by the Purchaser as being important to the Purchaser's decision to enter into this Contract or to agree to any or all of its terms.

43. The printed conditions (clauses 1 to 29 inclusive) of this Contract are amended as follows:-

(a) In clause 2, a new clause 2.10 is added as follows:-

2.10 If the Vendor accepts a bond or guarantee for the deposit or part of it:-

- a. and the deposit bond or guarantee is not valid, the Vendor can terminate this Contract but only before the deposit is validly paid in full;
- b. and the deposit bond or guarantee is due to expire before Completion of this Contract is due, the Purchaser must, not less than 1 month before the deposit bond or guarantee is due to expire, submit to the Vendor a replacement deposit bond or guarantee to the same value and on the same terms as that one which is due to expire before Completion of this Contract is due, and in this regard time is essential and clause 21.6 does not apply;
- c. on or before Completion, the Purchaser shall pay to the Vendor, in addition to all other money payable under this Contract, the amount stipulated in the deposit bond or guarantee, either by way of cash or unendorsed bank cheque; and
- d. if the Vendor serves on the Purchaser a notice under clause 9, then to the extent that the amount has not already been paid to the Vendor by the issuer of the deposit bond or guarantee, the Purchaser shall immediately pay the amount stipulated in the deposit bond or guarantee to the depositholder.

(b) clauses 2.9, 3 and 4.5 are deleted;

(c) in clause 7.1.1 "5%" is deleted and replaced with "1%";

(d) in clause 8.1 the words "on reasonable grounds" are deleted;

(e) in clause 10.1, the word *substance* where appearing in clause 10.1.8 and clause 10.1.9 is deleted and replaced with the word *existence*;

(f) in clause 10.2, the words *make a claim or requisition* are added after the word rescind;

(g) in clause 13.7 a new clause 13.7.3 is added as follows:-

"If the Vendor despite clause 13.7.1 serves on the Purchaser a letter from the Australian Taxation Office stating that the Vendor has to pay GST on the supply, the Purchaser must pay the Vendor

on demand the amount of GST assessed and the provisions of this clause shall not merge on completion”;

- (h) in clause 16.5, the words *plus another 20% of that fee* are deleted;
 - (i) in clause 16.7, the words *cash (up to \$2,000) or* are deleted;
 - (j) clause 16.8 is deleted;
 - (k) clause 23.18 is deleted.
44. The parties acknowledge that in the event that there is a conflict between the provisions of the printed clauses and the provisions of these special conditions, then the provisions of these special conditions will prevail.
45. Notwithstanding the provisions of clause 2.1, the deposit shall be paid to the Vendor’s solicitors as stakeholder.
46. The Purchaser may only make Requisitions on Title under clause 5 in the form of the Strata Title (Residential) Property Requisitions on Title attached to this Contract.
47. **Attached** hereto is copy letter dated 28 April 2017 from Sydney Water. The Purchaser shall raise no objection, requisition or claim for compensation in respect of any matter referred to or disclosed therein.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP64025

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/4/2017	3:23 PM	6	2/7/2016

LAND

LOT 1 IN STRATA PLAN 64025
AT ROSE HILL
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

(T O B E)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP64025
- 2
- 3 LEASE TO QUEST ROSE HILL PTY LTD EXPIRES: 21/2/2021.
OPTION OF RENEWAL: ONE (1) FURTHER TERM OF FIVE (5)
YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PARARAMATTA CITY COUNCIL
 COUNCIL'S CERTIFICATE

The above plan has been examined in accordance with the provisions of the Local Government Act 1995 and the Council has issued this certificate on the basis of the information provided to it.

The Council does not accept liability for the consequences of the holder's failure to comply with the provisions of the Local Government Act 1995 or the provisions of any other law which may apply to the land shown on the plan.

This certificate is issued on the basis that the applicant has provided all the information necessary for the Council to issue this certificate.

The Council does not accept liability for the consequences of the holder's failure to comply with the provisions of the Local Government Act 1995 or the provisions of any other law which may apply to the land shown on the plan.

Signature: _____ Date: 17 January 2001
 Sandeep Kumar

SURVEYOR'S CERTIFICATE
 JOHN McPHERSON, REID, (93327, 8786),
 CLEMENT & REID, PTY. LTD, DX22915, EDGECLIFF
 of a survey registered under the Survey Act 1973, namely only that:

(1) each specific requirement of:
 Schedule 14 to the Strata Schemes (General Development) Act 1973
 and that:
 (2) the survey information recorded in the accompanying location plan is correct and accurate in accordance with the provisions of:
 the Survey Act 1973 and the Survey Regulations 1975.
 This is sheet 1 of my plan in 6 sheets.

Signature: John McPherson Date: 19.2.2001
 Senior Manager Corporate and Commercial Banking

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND S 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:

(1) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE



DIRECTOR

Signed in my presence for and on behalf of Perpetual Nominees Limited (A.C.N. 000 733 700) by its Attorney SAADWA SOSSI SAADWA SAADWA

Model By-laws adopted for this scheme - Option A/B keeping of Annexes - Option A/B - Schedule of By-laws in 6 sheets filed with plan No - By-laws apply

Signature of Addresses:
 SANDY MAHER
 Signature of Attorney: _____
 Signature of Witness: _____
 Full name of Witness: _____

Executed by Bank of Western Australia Ltd
 A.C.N. 050 484 454 by SHANE SPENCER
 and _____ its duly constituted Attorneys under Power of Attorney dated 4-11-1995 and registered book 4151 No. 491 who at the date hereof had no notice of revocation of such Power of Attorney in the presence of:
 (Witness) SAADWA SOSSI

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----

SURVEYOR'S REFERENCE: 13759 (CHECKLIST)

PLAN OF SUBDIVISION OF LOT21 IN D.P. 882694

L.G.A. : **PARARAMATTA** Locality : **ROSEHILL**
 Parish : **ST JOHN** County : **CUMBERLAND**

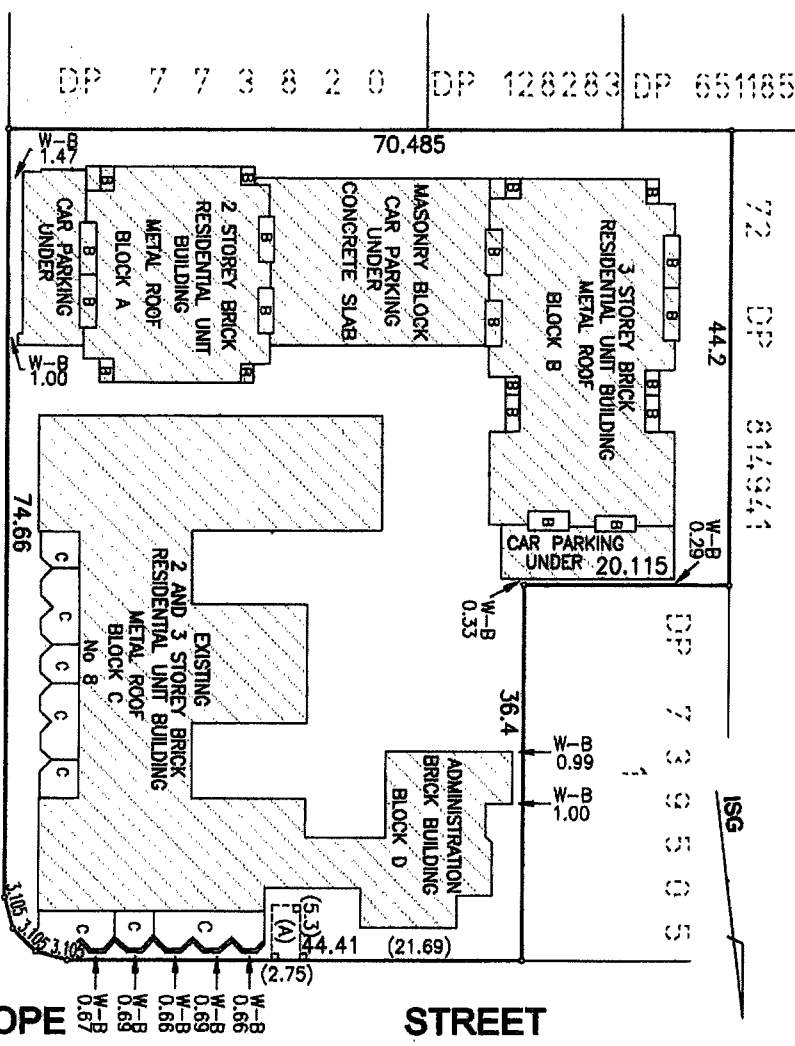
Reduction Ratio 1:500 Lengths are in metres

Name of, and address for service of notices on, the owners corporation:
 No 8 HOPE STREET
 ROSEHILL 2142

THE OWNERS STRATA PLAN NO. 64025

Registered: SP64025
 15-2-2001

CR: SEE CERTIFICATE
 Purpose: STRATA PLAN
 Ref Map: U 0052-44#
 Last Plan: DP882694



JAMES RUSE DRIVE
HOPE STREET

(A) DENOTES EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE

PLAN DRAWING ONLY TO APPEAR IN THIS SPACE

SP64025

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT
1	15
2	15
3	15
4	15
5	15
6	15
7	15
8	15
9	15
10	15
11	15
12	15
13	15
14	15
15	15
16	15
17	15
18	15
19	18
20	16

LOT	UNIT ENTITLEMENT
21	15
22	15
23	15
24	15
25	15
26	15
27	15
28	15
29	20
30	21
31	21
32	20
33	20
34	21
35	21
36	20
37	20
38	21
39	21
40	20

LOT	UNIT ENTITLEMENT
41	22
42	22
43	20
44	21
45	21
46	20
47	24
48	24
49	20
50	21
51	21
52	20
53	24
54	24
55	26
AGG	1000

Lengths are in metres



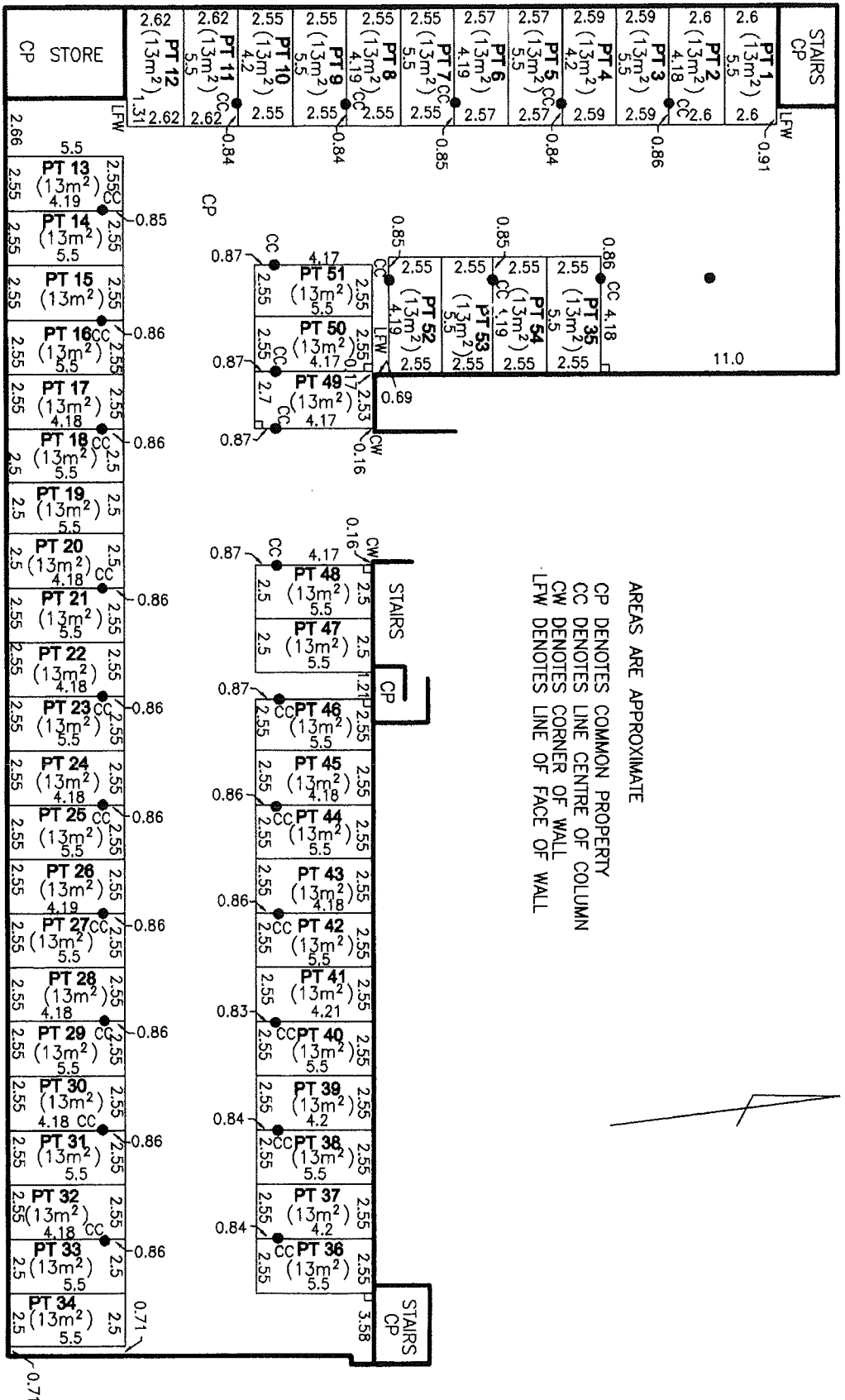
John W. Deak
 Registered Surveyor

R. Stewart
 General Manager/Authorised Person

SURVEYOR'S REFERENCE: 13759-2

BASEMENT CAR PARKING LEVEL

SP64025



AREAS ARE APPROXIMATE

CP DENOTES COMMON PROPERTY
 CC DENOTES LINE CENTRE OF COLUMN
 CW DENOTES CORNER OF WALL
 LFW DENOTES LINE OF FACE OF WALL

Reduction Ratio 1:200

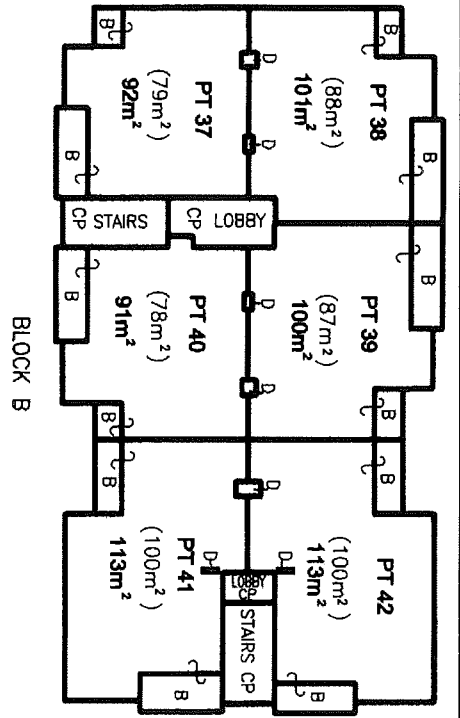
Lengths are in metres

SURVEYOR'S REFERENCE: 13759-3

John W. Reid
 Registered Surveyor

R. ...
 General Manager/Authorised Person

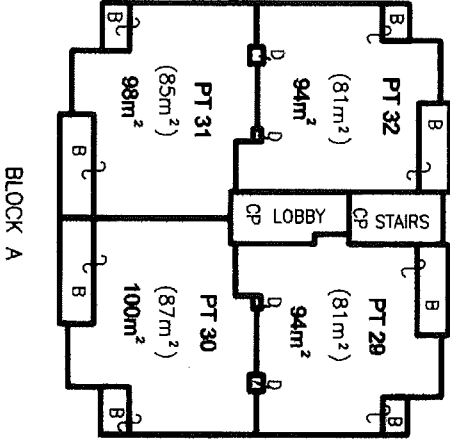




BLOCK B

AREAS ARE APPROXIMATE
 THE STRATUM OF THE BALCONIES IS LIMITED
 IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE
 OF THEIR HARD BASE EXCEPT WHERE COVERED

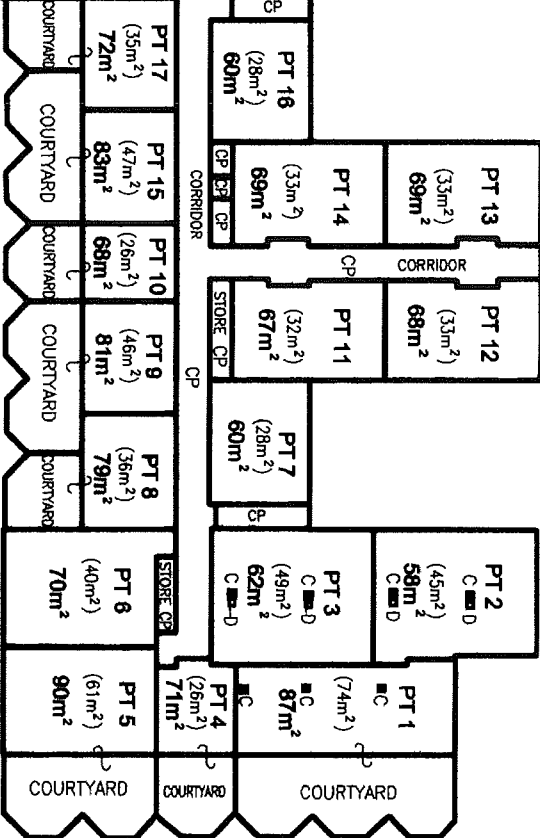
CP DENOTES COMMON PROPERTY
 D DENOTES DUCT (CP)
 B DENOTES BALCONY
 C DENOTES COLUMN



BLOCK A

PT 23 (39m²) 67m²	PT 22 (39m²) 67m²
PT 24 (39m²) 67m²	PT 21 (39m²) 67m²
PT 25 (39m²) 67m²	PT 20 (39m²) 68m²
PT 19 (35m²) 80m²	PT 18 (39m²) 68m²
PT 26 (39m²) 67m²	

BLOCK C

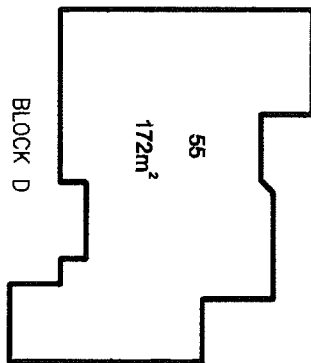


Reduction Ratio 1:250

Lengths are in metres

GROUND FLOOR

SP64025

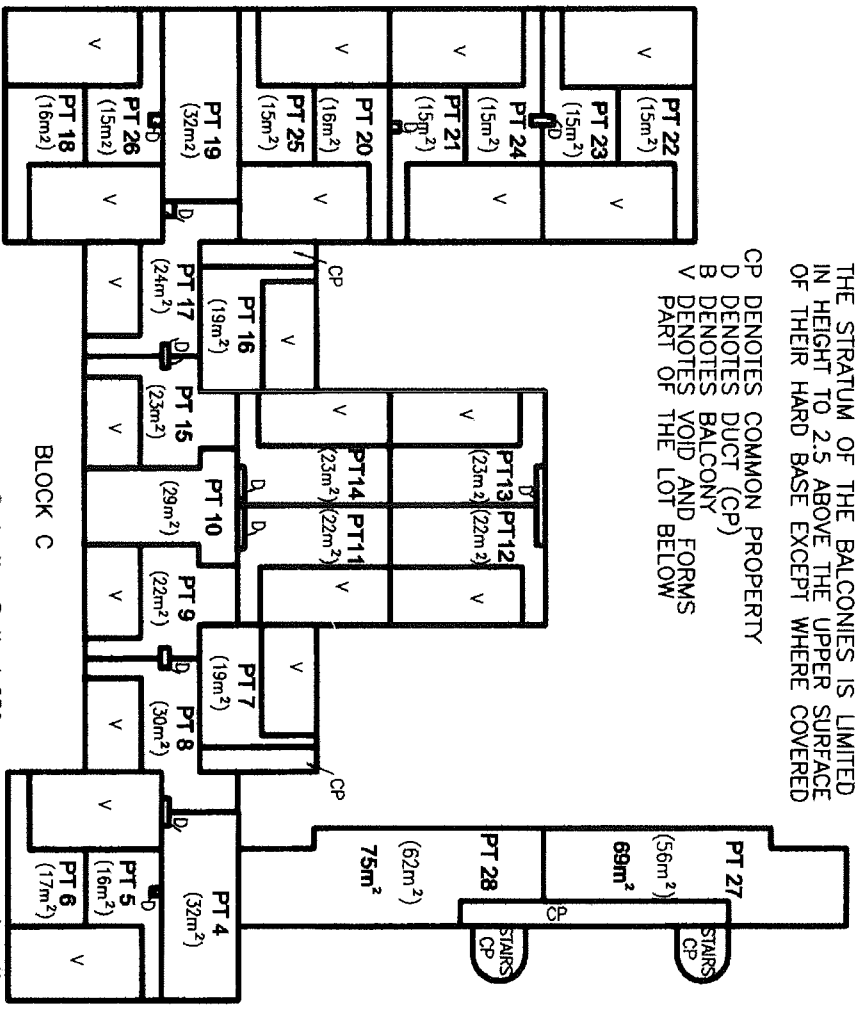
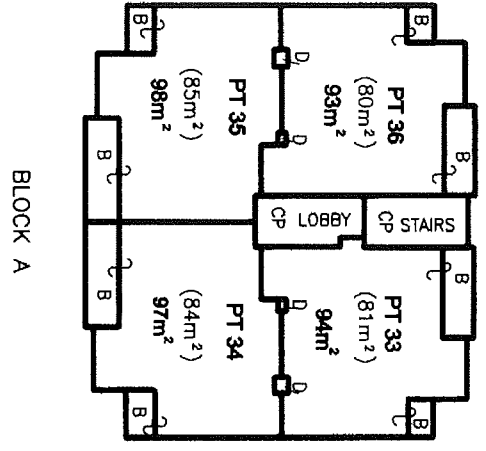
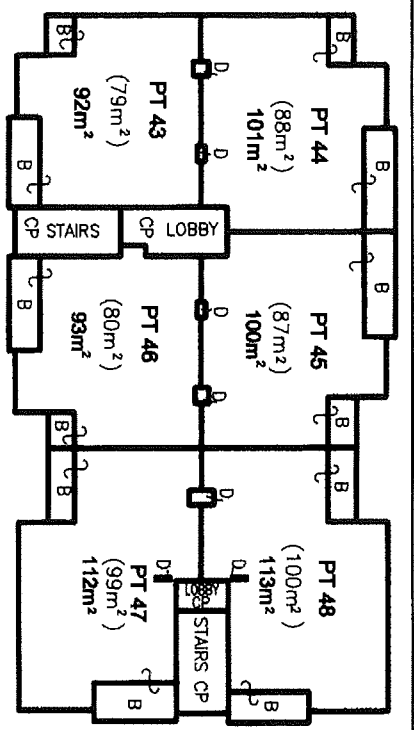


BLOCK D

Sam Reid

R. Smith





AREAS ARE APPROXIMATE
 THE STRATUM OF THE BALCONIES IS LIMITED
 IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE
 OF THEIR HARD BASE EXCEPT WHERE COVERED

CP DENOTES COMMON PROPERTY
 D DENOTES DUCT (CP)
 B DENOTES BALCONY
 V DENOTES VOID AND FORMS
 PART OF THE LOT BELOW

Reduction Ratio 1:250

Lengths are in metres

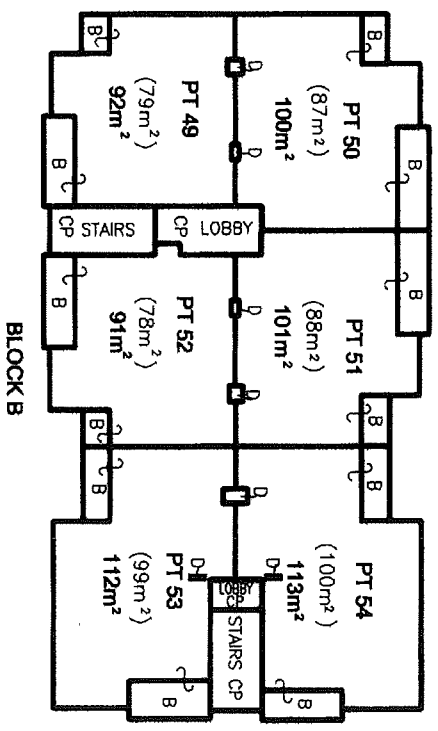
Sham M. Khand
 Registered Surveyor

R. D. ...
 General Manager / Authorised Person



S
 SP64025

SECOND FLOOR



AREAS ARE APPROXIMATE
 THE STRATUM OF THE BALCONIES IS LIMITED
 IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE
 OF THEIR HARD BASE EXCEPT WHERE COVERED
 CP DENOTES COMMON PROPERTY
 D DENOTES DUCT (CP)
 B DENOTES BALCONY

Reduction Ratio 1:250

Lengths are in metres



Sam Reid
 Registered Surveyor
 SURVEYOR'S REFERENCE: 13759-6

R Smith
 General-Manager/Authorised Person

SP64025

BY LAWS FOR 8 HOPE STREET, ROSE HILL INSTRUMENT SETTING OUT TERMS OF BY-LAWS TO BE CREATED ON REGISTRATION OF THE STRATA PLAN

Page 1 of 6

1. NOISE

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. VEHICLES

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3. OBSTRUCTION OF COMMON PROPERTY

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5. DAMAGE TO COMMON PROPERTY

- 5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- 5.2 An approval given by the owners corporation under subclause 5.1 cannot authorise any additions to the common property.
- 5.3 This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- 5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5164025

5.5 Despite section 62, the owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause 5.3 that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause 5.3 that forms part of the common property and that services the lot.

6. BEHAVIOUR OF OWNERS AND OCCUPIERS

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8. BEHAVIOUR OF INVITEES

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

9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10. DRYING OF LAUNDRY ITEMS

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11. CLEANING WINDOWS AND DOORS

An owner or occupier of a lot must keep clean all exterior surface of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

SP64025

Page 3 of 6

12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- 12.1 An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

- 13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 13.2 An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- 13.3 If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14. FLOOR COVERINGS

- 14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- 14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. GARBAGE DISPOSAL

- 15.1 An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage and recyclable materials or waste:
- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

SP64025

Page 4 of 6

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

16. KEEPING OF ANIMALS

Subject to section 49(4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

17. APPEARANCE OF LOT

17.1 The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

17.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18. CHANGE IN USE OF LOT TO BE NOTIFIED

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

SP64025

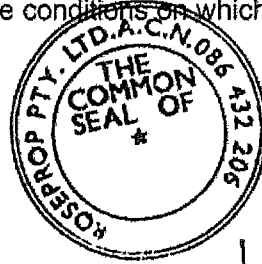
19. PROVISION OF AMENITIES OR SERVICES

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

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

19.2 If the owners corporation makes a resolution referred to in subclause 19.2 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

THE COMMON SEAL of ROSEPROP PTY LIMITED was hereto affixed in accordance with its Constitution in the presence of:



[Handwritten signature]
.....

Secretary

[Handwritten signature]
.....

Director

Signed in my presence for an on behalf of Perpetual Nominees Limited (A.C.N 000 733 700) by its Attorneys

Sally Arndt

.....
SILVANA ROSSI

.....
who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 3.12.99. (Registration No. 42571420.) and that he/she has no notice of the revocation of his/her powers.

[Handwritten signature]
.....

Signature of Witness

SANDY MAHER
.....

Signature of Witness

[Handwritten signature]
.....

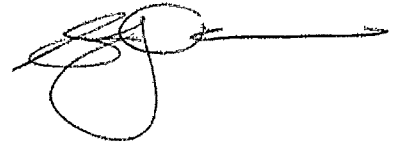
Signature of Attorney

[Handwritten signature]
.....

Signature of Attorney

SP64025

Executed by Bank of Western Australia Limited
A.C.N 050 494 454 by SHANE JOSEPH O'CONNOR
and..... its duly
constituted Attorneys under Power of Attorney
dated 4-11-1996 and registered book 4151 No 491 who
at the date hereof had no notice of revocation of such
Power of Attorney in the presence of:



Shane O'Connor
Senior Manager
Corporate and Commercial Banking

W. Tingle
.....
(Witness) WARWICK JAMES TINGLE



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919-1964 AND SECTION 7(3) OF THE STRATA TITLES
(FREEHOLD DEVELOPMENT) ACT 1973**

Lengths are in metres

Sheet 1 of 3 sheets

PART 1

SP64025

Subdivision of Lot 21 in DP 882694 covered by
Council's Certificate No. *DA 98/88 of 17-1-2001*

**Full name and address of
proprietor of the land**

ROSEPROP PTY LIMITED (ACN086 432 206)
of Level 3, 766 Elizabeth Street, Melbourne, Victoria

**1. Identity of Easement firstly
referred to in abovementioned
Plan**

Easement for Padmount Substation 2.75
wide.

Schedule of Lots Affected

<u>Lot Burdened</u>	<u>Authority Benefited</u>
217882004 (CP/SP) → <i>Common Property</i>	Integral Energy Australia

PART 2

Terms of easement firstly referred to in abovementioned plan

1. Full and free right and licence for the Authority Benefited to erect a padmounted substation on the lot burdened for the purpose of transmission of electricity and incidental purposes together with the following rights:
- to enter, pass and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen, materials or machinery, and
 - to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site of the padmounted substation, and
 - to remove any encroachments from the easement site, and
 - to excavate the easement site for the purposes of this easement.

SP64025

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964 AND SECTION 7(3) OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973

Sheet 2 of 3 sheets

2. In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.
3. The Owner of the lot burdened covenants with the Authority Benefited that the Owner:
 - (a) will not erect or permit to be erected any structure on or over the easement site, and
4. The Owner of the lot burdened covenants with the Authority Benefited that the Owner:
 - (b) will not erect or permit to be erected any structure on or over the easement site, and
 - (c) will not alter the surface level of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and
 - (d) will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted

without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

5. **"Authority Benefited"** means Integral Energy Australia (and its successors) and its employees, agents, contractors and persons authorised by it.

"Owner" means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

"Padmounted substation" means a padmounted electricity substation together with any underground or overhead electricity cables and any ancillary electrical equipment.

"Erect" includes construct, repair, replace, maintain, modify, use and remove.

"Easement site" means that part of the lot burdened subject to the easement.

The terms implied by s.88A (2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

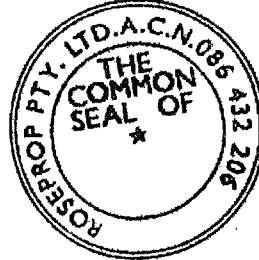
DATED this day of 2000

SP64025

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964 AND SECTION 7(3) OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973

Sheet 3 of 3 sheets

THE COMMON SEAL of ROSEPROP PTY LIMITED was hereto affixed in accordance with its Constitution in the presence of:



[Handwritten Signature]
.....
Secretary/Director

[Handwritten Signature]
.....
Director

Signed in my presence for an on behalf of Perpetual Nominees Limited (A.C.N 000 733 700) by its Attorneys
..... Sally Aldridge

..... SILVANA ROSSI

who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 3-12-99 (Registration No. 4257420) and that he/she has no notice of the revocation of his/her powers.

[Handwritten Signature]
.....
Signature of Witness

[Handwritten Signature]
.....
Signature of Attorney

SANDY MAHER
.....
Signature of Witness

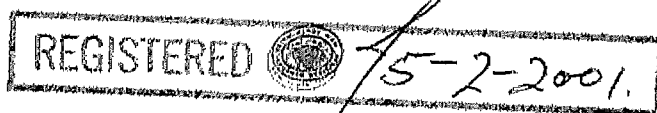
[Handwritten Signature]
.....
Signature of Attorney

Executed by Bank of Western Australia Limited A.C.N 050 494 454 by SHANE JOSEPH O'CONNOR and..... its duly constituted Attorneys under Power of Attorney dated 4-11-1996 and registered book 4151 No 491 who at the date hereof had no notice of revocation of such Power of Attorney in the presence of:



Shane O'Connor
Senior Manager
Corporate and Commercial Banking

[Handwritten Signature]
.....
(Witness) WARWICK JAMES TINGANE



INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE AND
POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AS AMENDED

PART 1

(Sheet 1 of 3 Sheets)

DP 882694

Consolidation plan of Lot 2
in DP 739505 and Lot 1 in DP 749600

Full name and address of
proprietor of land:

Cloudville Pty Limited
of 241 Gannons Road
Dolans Bay New South Wales 2229

1. Identity of Positive Covenant
firstly referred to in
abovementioned plan

Positive Covenant under section 88E of
of the Conveyancing Act 1919

Schedule of lots, etc. affected

Lots Burdened
21

Lots, name of road or Authority benefited
Parramatta City Council

1. Terms of positive covenant firstly referred to in abovementioned plan:

The registered proprietors covenant with the applicant that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

I. The registered proprietors will:

- (a) Keep the structure and works clean and free from silt, rubbish and debris.
- (b) Maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

II. For the purpose of ensuring observance of the covenant the applicant may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction, maintenance or repair of the structure and works on the land.

INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE AND
POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AS AMENDED

PART 2

(Sheet 2 of 3 Sheets)

DP 882694

Consolidation plan of Lot 2
in DP 739505 and Lot 1 in DP 749600

- III. By written notice the application may require the registered proprietors to attend to any matter and to carry out such work within such time as the applicant may require to ensure the proper and efficient performance of the structure and works and to that extend section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.
- IV. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- i. In the event that the registered proprietor fails to comply with the terms of any written notice by the applicant as set out above the applicant or its authorised agents may enter the land with all necessary equipment and carry out any work which the applicant in its discretion considers reasonable to comply with the said notice referred to in III hereof.
 - ii. The applicant may recover from the registered proprietor in a Court of competent jurisdiction:
 - a) any expense reasonably incurred by it in exercising its powers under subparagraph I hereof. Such expense shall include reasonable wages for the applicant's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the applicant, for the use of machinery, tools and equipment in conjunction with the said work.
 - b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88J of the Act.
- V. This Covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE AND
POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AS AMENDED

PART 2

DP 882694

(Sheet 3 of 3 Sheets)
Consolidation plan of Lot 2
in DP 739505 and Lot 1 in DP 749600

Structure and works shall mean the on-site stormwater detention system constructed on the land as set out in the plan annexed hereto and marked with the letter "A" (or alternatively as detailed on the plans approved by Council No BA98/861 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

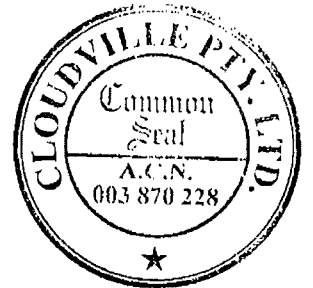
~~Identity of positive covenant firstly referred to in abovementioned plan~~ ~~Positive covenant under section 88E of the Conveyancing Act 1919.~~

Schedule of lots etc.. affected

<u>Lots burdened</u>	<u>Name of Authority Benefited</u>
21	Parramatta City Council.

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE
RESTRICTION ON USE FIRSTLY REFERRED TO AND THE POSITIVE
COVENANT FIRSTLY REFERRED TO ~~COVENANT SECONDLY REFERRED TO~~
IN ABOVEMENTIONED PLAN

Parramatta City Council



The Common Seal of Cloudville Pty Limited was hereunto affixed by resolution of the Directors in the presence of

[Signature]
Secretary *[Signature]*
Director

Approved by Parramatta City Council

[Signature]
.....
Authorised Person ~~General Manager~~

~~THE STATE BANK OF NSW LIMITED~~ ~~CONSENTS TO THE POSITIVE COVENANT DESCRIBED HEREIN~~
STATE BANK OF NEW SOUTH WALES LIMITED
(ACN 003 963 228) BY ITS ATTORNEY
DAVID ST CLAIR GREEN PURSUANT TO POWER OF
ATTORNEY REGISTRATION NUMBER 335 BK 4044
AND I DECLARE THAT I HAVE NO NOTICE OF
THE REVOCATION OF THE SAID POWER OF ATTORNEY

[Signature]
DAVID GREEN

convey/ 2758-s88.doc/ 3
2/12/98 9:43 AM

REGISTERED
22-4-1999

Ref: 30313 /Src:M

Licence: MID/0750/97

LEASE
New South Wales
Real Property Act 1900



8455000J

NEW SOUTH WALES DUTY
22-03-2002 0003928575-001
SECTION 179-ORIGINAL
NO DUTY PAYABLE

RELODGED
18 APR 2002
11-15
PROPERTY LEASED

Office of State Revenue use only

(A) **PROPERTY LEASED**

If appropriate, specify the part or premises.

Folio Identifier CP/SP64025

(B) **LODGED BY**

LTO Box

124E
~~999~~

Name, Address or DX and Telephone

Legal. nk

J-MACQL-709713

(C) **LESSOR**

OWNERS - STRATA PLAN 64025

(D) The lessor leases to the lessee the property described above.

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

(E) **LESSEE**

L

QUEST ROSE HILL PTY LTD (ACN 087 887 974)
Level 3, 766 Elizabeth Street, Melbourne, Victoria 3000

(F)

- (G)
1. **TERM:** Five (5) years
 2. **COMMENCING DATE:** 23 February, 2001
 3. **TERMINATING DATE:** 22 February, 2006
 4. With an **OPTION TO RENEW** for Four (4) further terms each of Five (5) years duration as set out in Clause 15 of Annexure "A".
 5. Together with and reserving the **RIGHTS** set out in Annexure "A".
 6. Incorporates the provisions set out in **ANNEXURES "A", "A1", "A2", "A3" AND "A4"** hereto

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

DATE 17 April, 2001

Checked by (LTO use)

ASOY

FOR EXECUTION - SEE PAGE 23

~~(1) STATUTORY DECLARATION~~

~~I solemnly and sincerely declare that the time for the exercise of Option to Renew/Purchase in expired lease
No.
has ended; the lessee under that lease has not exercised the option; and a variation of lease extending the term
has not been entered into. I make this solemn declaration conscientiously believing the same to be true and by
virtue of the Oaths Act 1900.~~

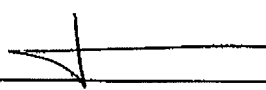

Made and subscribed at in the State of on.....200....
in the presence of:

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Lessor

CONTENTS

- 1 **DEFINITIONS AND INTERPRETATIONS**
- 2 **PAYMENTS OF THE RENTAL AND OUTGOINGS**
 - 2.1 The Rental
 - 2.2 The Tenant's Outgoings
 - 2.3 The Landlord's Outgoings
- 3 **INSURANCE**
 - 3.1 The Tenant's Insurance Obligations
 - 3.2 Joint Insurance
 - 3.3 Owners Corporation Insurance Obligations
 - 3.4 The Landlord's Insurance Obligation
 - 3.5 Reinstatement
 - 3.6 Further Covenants
- 4 **THE TENANT'S GENERAL NEGATIVE COVENANTS**
 - 4.1 Use of the Premises
 - 4.2 Nuisance
- 5 **THE TENANT'S GENERAL POSITIVE COVENANTS**
 - 5.1 Management
- 6 **THE LANDLORD'S COVENANTS**
 - 6.1 The Landlord's General Covenants
 - 6.2 Landlord's Repair, Maintenance and Replacement obligations at the end of each Term
- 7 **MUTUAL COVENANTS**
 - 7.1 Signage
 - 7.2 Holding Over
 - 7.3 Interest
 - 7.4 Legal Costs and Expenses
 - 7.5 Reletting by the Landlord
 - 7.6 Sale by the Landlord
 - 7.7 Consent by the Landlord
 - 7.8 Non-Waiver
 - 7.9 Registration
- 8 **ASSIGNMENT**
 - 8.1 Assignment of Lease
 - 8.2 Assignment to a Quest Franchise
 - 8.3 Guarantees
- 9 **OWNERSHIP OF THE CONTENTS**
 - 9.1 Initial Ownership of the Contents
 - 9.2 Assignment of Warranties
 - 9.3 Replacement of the Contents
 - 9.4 Tenant's Option to Acquire Contents
- 10 **OWNERSHIP OF THE COMMON FURNISHINGS AND FITTINGS**
 - 10.1 Initial Ownership of the Common Furnishings and Fittings
 - 10.2 Assignment of Warranties
 - 10.3 Replacement of the Contents
- 11 **REPAIR, MAINTENANCE AND REPLACEMENT OF THE CONTENTS AND THE COMMON FURNISHINGS AND FITTINGS**
 - 11.1 Repair, Maintenance and Replacement at the expense of the Tenant
 - 11.2 Repair, Maintenance and Replacement at the expense of the Owners Corporation
 - 11.3 Capital Repair and Replacement at the expense of the Landlord
 - 11.4 Tenant to indemnify Landlord and Owners Corporation



11.5 Insurance to indemnify Tenant where available

12 DAMAGE, DESTRUCTION AND SUSPENSION OF SERVICES

- 12.1 Damage and Destruction
- 12.2 Failure of the Landlord to Comply
- 12.3 Failure of the Landlord and Tenant to Reach Agreement
- 12.4 Use of Insurance Monies
- 12.5 Termination on Damage or Destruction
- 12.6 Suspension of Services

13 ATTORNEY

14 SALE OF THE PREMISES BY THE LANDLORD

15 OPTION FOR RENEWAL FOR EACH OF THE FURTHER TERMS

- 15.1 The First Further Term
- 15.2 All other Further Terms

16 DEFAULT AND TERMINATION

- 16.1 Default of the Tenant
- 16.2 Conditions On Termination

17 CONDITIONS ON TERMINATION

18 GOODS & SERVICES TAX

- 18.1 Tenant must pay GST
- 18.2 Tenant must pay GST at same time
- 18.3 Prices do not include GST
- 18.4 Apportionment of GST
- 18.5 Documentation
- 18.6 GST Payable by the Tenant

19 ESSENTIAL TERMS

20 ENTIRE UNDERSTANDING

21 SEVERABILITY

22 NOTICES

- 22.1 Notices
- 22.2 Serving of Notice

23 ARBITRATION

24 ADDITIONAL PROVISIONS

ATTESTATION

FIRST SCHEDULE

SECOND SCHEDULE

NOTICE

ANNEXURE "A1" DEED WITH FRANCHISEE

ANNEXURE "A2" DEED OF COVENANT ON ASSIGNMENT OF LEASE

ANNEXURE "A3" DEED OF COVENANT ON DISPOSAL OF FREEHOLD

ANNEXURE "A4" DEED OF GUARANTEE AND INDEMNITY



**THIS IS THE ANNEXURE MARKED "A" TO LEASE MADE BETWEEN ROSEPROP PTY LTD (AS LANDLORD) AND QUEST ROSE HILL PTY LTD (AS TENANT)
DATED THE DAY OF 2000**

THIS LEASE WITNESSES that in consideration of the Rent hereinafter reserved ("the Rent" or "the Rental") and of the covenants agreements conditions and stipulations hereinafter contained by and on the part of the Tenant to be paid performed and observed the LANDLORD HEREBY DEMISES AND LEASES UNTO THE TENANT the premises described in Item (A) of the cover sheet ("the Premises") (as more particularly defined in Clause 1.1) being part of Estate ("the Estate") (and more particularly defined in Clause 1.1) TO BE HELD by the Tenant for the term specified in Item (G)1 of the cover sheet("the Term") commencing on the date as specified in Item (G)2 of the cover sheet("the Commencement Date") and for any further term as specified in Item (G)4 of the cover sheet and at such Rentals as are hereinafter set out TOGETHER WITH the right at all times during the Term hereby granted for the Tenant and the Tenant's invitees to use the Common Property in common with other persons entitled to use the same subject however to the Owners Corporation Rules for the time being in force and to the covenants conditions and restrictions herein contained.

1 DEFINITIONS AND INTERPRETATIONS

1.1 In and for the purposes for this Lease unless inconsistent with the context or subject matter:

1.1.1 "the Act" means the Conveyancing Act 1919, the Real Property Act 1900, the Strata Schemes (Miscellaneous Amendments) Act 1996 and the Strata Schemes Management Act 1996, whichever will be applicable;

1.1.2 "Associate" has the same meaning as associate as defined in Section 26AAB(14) of the Income Tax Assessment Act 1936 (Cth) (as amended);

1.1.3 "Attorney" means the attorney appointed pursuant to Clause 13.2;

1.1.4 "the Commencement Date" means the commencement date of this Lease as specified in Item (G)2 of the cover sheet;

1.1.5 "Common Furnishings and Fittings" means any furniture, fittings, floor coverings, items, fences, audio security system, external lighting, security doors and mechanical exhaust system, landscaping and plant and equipment from time to time, being, or situated on, the Common Property including without limitation, all plate glass, doors, windows, locks, wires, gutters, sewerage and other pipes, conduits, ducts, lighting, suspended ceiling, partitions and other facilities and installations of the Estate now or hereafter installed therein and further includes all and any heating, air-conditioning, mechanical exhaust and/or ventilation plant, fire detection and protection equipment, lifts, automatic opening doors and other plant and equipment appurtenances or services, of a mechanical nature, all water, gas, electricity, telephone, sewerage, garbage and trade waste disposal and other utilities now or hereafter installed in the Premises or other parts of the Estate as the context requires PROVIDED THAT any item that is howsoever acquired from time to time by the Tenant will not form part of the Common Furnishings and Fittings;

1.1.6 "Common Property" means all the area comprised in the Strata Plan that is not comprised in any lot or lots on the Strata Plan;

1.1.7 "Contents" means the furniture, fittings, items and equipment and all cutlery and crockery from time to time situated in the Premises including without limiting the generality of the foregoing those items listed in the Second Schedule;

1.1.8 "the Estate" means the estate described in Item 3 of the First Schedule and includes the Premises all other lots on the Strata Plan the Common Property and such other land either adjacent to or in the vicinity of the Estate which may from time to time be incorporated into or used for the purposes of the Estate and includes all buildings and structures erected or to be erected thereon and such of the Common Furnishings and Fittings related thereto PROVIDED THAT premises and/or other areas that are not being leased by the Tenant or in respect of which, the Tenant has no rights of use or access, will be excluded from the Estate;

1.1.9 "the Estate Leases" means the leases in respect of each of the premises that comprise the Estate;

- 1.1.10 **"the Fixed Equipment"** means any fixed equipment at the Premises and without limiting the generality of the foregoing involves all air-conditioning and heating systems, hot water service, stove/oven and dishwasher;
- 1.1.11 **"the Further Terms"** means the Further Terms referred to in Item (G)4 of the cover sheet;
- 1.1.12 **"GST"** means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Rent and any other Money Payable to the Landlord for goods or services or property and as otherwise defined in Clause 19 herein;
- 1.1.13 **"the Landlord"** means the Lessor referred to in Item (C) of the cover sheet and the executors administrators successors transferees and assigns of the Landlord and (where not repugnant to the context) the employees, agents, contractors, invitees or any person claiming through or under the Landlord;
- 1.1.14 **"the Lease"** means this Lease and includes references to the Schedules and Annexures;
- 1.1.15 **"Market Rental"** means the rent that is obtainable at the time of determination in a free and open market, between a willing landlord and a willing tenant in an arm's length transaction, where:
- (a) the parties have each acted knowledgeably, prudently and without compulsion;
 - (b) the premises were vacant and to be let on similar terms and for similar uses as part of the Estate as are contained in this Lease; and
 - (c) all other relevant factors, matters or variables used in proper land valuation practice have been taken into account.
- 1.1.16 **"Members"** means the Landlord of this Lease and the landlords of each of the other Estate Leases;
- 1.1.17 **"Owners Corporation"** means the Owners Corporation formed on registration of the Strata Plan;
- 1.1.18 **"Strata Plan"** means Strata Plan No: SP64025;
- 1.1.19 **"the Premises"** means the premises specified in Item (A) of the cover sheet;
- 1.1.20 **"Quest"** means Quest Apartments Pty Ltd (ACN 070 467 828) and any person or entity in the Quest Group who acts as a franchisor in respect of any intellectual property associated with the Quest Group and each of their respective nominees, successors transferees and assigns;
- 1.1.21 **"the Quest Group"** means Quest and its Associates;
- 1.1.22 **"the Rent"** or **"the Rental"** means the Rental payable in accordance with this Lease;
- 1.1.23 **"the Rent Notice"** has the same meaning as is ascribed to that term in Clause 15.1;
- 1.1.24 **"the Services"** means the electricity, gas, water, telephone or other essential services;
- 1.1.25 **"Sinking Fund"** means any fund established by the Owners Corporation for the purpose of providing for prospective capital works in respect of the Common Property;
- 1.1.26 **"Supply"** means a good or service or property supplied under this Lease, including but not limited to the Premises, the Services and other goods or services or property;
- 1.1.27 **"the Tenant"** means the Lessee referred to in Item (E) of the cover sheet and the executors administrators successors and permitted transferees and permitted assigns of the Tenant and (where not repugnant to the context) its employees, agents, contractors and invitees;

1.1.28 "Tenant's Fixtures and Fittings" means any property now or hereafter brought upon the Premises or the Estate by or on behalf of the Tenant and may include where the context permits any item of the Common Furnishings and Fittings and the Contents:

- (a) not owned by the Landlord and/or the Owners Corporation; and
- (b) acquired and/or replaced by the Tenant from time to time.

1.1.29 "the Term" means the term of the Lease as specified in Item (G)1 of the cover sheet and includes (where the context permits) any renewal hereof and any permitted overholding.

1.2 "person" and words importing persons includes bodies corporate;

1.3 where a party comprises two or more persons an agreement or obligation to be performed or observed by that party and any reference to that party binds those persons jointly and each of them severally, and a reference to that party will be deemed to include a reference to any one or more of those persons;

1.4 words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter: where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

1.5 a reference to any Act of Parliament or section thereof or schedule thereto will be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference;

1.6 references to clauses, sub-clauses and schedules are references to clauses, sub-clauses and schedules of this Lease;

1.7 any marginal notes or headings are included for convenience and do not affect the interpretation of this Lease;

1.8 this Lease is delivered and operates as a deed; and

1.9 this Lease will be subject to the laws and the jurisdiction of the State of New South Wales.

2 PAYMENTS OF THE RENTAL AND OUTGOINGS

2.1 THE RENTAL

2.1.1 The Tenant hereby covenants with the Landlord to duly and punctually pay the Rent during the Term unto the Landlord at the Landlord's address herein or as it may direct in writing from time to time on the days and in the manner hereinafter set out.

2.1.2 The Tenant will pay Rental to the Landlord by equal calendar monthly payments in arrears on the first day of each month with a proportionate payment for any broken period calculated from the Commencement Date to the first day of the month next ensuing the said date and for any broken period to the date of expiration or sooner determination of the Term hereby created.

2.1.3 The Rental payable during:

- (a) the first and second years of the Term by the Tenant will be the Rental specified in Item 1 of the First Schedule; and thereafter
- (b) each and every subsequent year of the Term by the Tenant will be the Rental calculated by increasing the Rental payable for the preceding twelve (12) month period by an amount equal to four per centum (4%) thereof.

2.2 THE TENANT'S OUTGOINGS

The Tenant hereby covenants with the Landlord to pay and/or reimburse to the Landlord immediately upon demand by the Landlord at any time:

- 2.2.1 all council and municipal rates, all water rates, all gas, electricity, oil, telephone, water usage charges assessed in respect of the Premises and all charges imposed by any public utility or authority for the supply of any service to the Premises other than any other rates or charges howsoever described that are payable by the Landlord in accordance with Clause 2.3.1;
- 2.2.2 the insurance premiums referred to in Clause 3.1;
- 2.2.3 all reasonable Owners Corporation levies, charges and fees other than those payable by the Landlord in accordance with Clauses 2.3.3 and 2.3.4;
- 2.2.4 all costs of operating and expenses of maintaining the Common Furnishing and Fittings, and any other services which are connected to and directly attributable to the Premises and/or are not attributable to the Owners Corporation;
- 2.2.5 all costs and expenses associated with and incurred in respect of maintenance and repairs effected to the Premises and the repairs to or replacement of (where applicable) the Contents (which are owned by the Landlord) in accordance with Clause 11.1; and
- 2.2.6 all charges connected with the Tenant's operation or business carried on upon the Premises including all licence and inspection fees in respect thereof.

2.3 THE LANDLORD'S OUTGOINGS

The Landlord will pay during the term:

- 2.3.1 any Land Tax separately charged or assessed on or in respect of the Premises and any other amounts that the Tenant has not agreed to pay in accordance with the provisions of this Lease;
- 2.3.2 the insurance premiums referred to in Clause 3.4;
- 2.3.3 all Owners Corporation levies, charges and/or fees that relate to capital works after the first two years of the initial term of this Lease unless such capital works are as a result of the negligent acts or omissions of the Tenant, the Tenant's servants, agents, invitees or guests; and
- 2.3.4 all contributions that may be required to any Sinking Fund established by the Owners Corporation.

PROVIDED THAT the Tenant may elect to pay any of the Landlord's outgoing as referred to in this Clause 2.3 and deduct the same from any amounts due and payable to the Landlord in the event that the Landlord fails to make any such payments by the time such payments become due and payable.

3 INSURANCE

3.1 THE TENANT'S INSURANCE OBLIGATIONS

During the term, the Tenant will insure and keep insured in the name of the Landlord, the Tenant and the Owners Corporation (only so far as the same may be practicable and/or necessary) the following insurances:

- 3.1.1 Property insurance covering fire, theft, and other property loss and/or damage as is normally insured against by prudent tenants for the following:
 - (a) the Premises; and
 - (b) such of the Contents that are installed in the Premises and/or are connected to and directly attributable to the Premises and/or are not attributable to the Owners Corporation (that are commonly and reasonably insured).
- 3.1.2 Public risk insurance covering liability for loss, injury or damage to any person or property whatsoever in or about or to or from or in relation to the Premises or the common areas of the Estate or state of repair thereof or the business carried out therein or therefrom for an amount of not less than ten million dollars (\$10,000,000.00).

3.1.3 Plate glass insurance covering loss of damage to all plate glass and all plate glass windows now or hereafter installed on the Premises.

3.2 JOINT INSURANCE

If so required by the Owners Corporation, all insurances referred to in Clause 3.1 will be effected and maintained in common with the Landlord and/or the Owners Corporation.

3.3 OWNERS CORPORATION INSURANCE OBLIGATIONS

3.3.1 Notwithstanding Clauses 3.1 and 3.4 all insurances referred to in those Clauses that are the responsibility of the Owners Corporation will be effected by the Owners Corporation and will not be the responsibility of either the Tenant or the Landlord. The Tenant and the Landlord will use their best endeavours to ensure that the Owners Corporation effects such insurances.

3.3.2 The Owners Corporation is responsible for insuring and keeping insured in the name of the Owners Corporation and the Landlord (only so far as the same may be practicable and/or necessary) the following insurances:

- (a) Property insurance covering fire, theft, and other property loss and/or damage as is normally insured against by prudent tenants for the following:
 - (i) the Common Property; and
 - (ii) such of the Common Furnishings and Fittings that are commonly and reasonably insured.
- (b) Such other insurances (including Public risk insurance) as the Owners Corporation may be required to effect from time to time to ensure compliance with all applicable laws and common practice.

3.4 THE LANDLORD'S INSURANCE OBLIGATION

In the event that a prudent Landlord would reasonably effect any insurances in addition to those insurances detailed in the preceding Subclauses, then the Landlord will, at the Landlord's own expense, effect and maintain all such insurances.

3.5 REINSTATEMENT

Where a policy of insurance required by this Clause 3 relates to loss, damage and/or destruction of any property, then the proceeds of any such insurance policy will be used where reasonably possible to reinstate such loss, damage and/or destruction.

3.6 FURTHER COVENANTS

The Tenant and/or the Landlord will not do or commit or permit or suffer to be done or committed any act or thing other than such acts that are contemplated as normal usage, which may prejudice the continuing cover or which may render any increase or extra premiums payable for the insurance of the Estate and/or the Premises or any part thereof or which may make void or voidable any policy of such insurance.

4 THE TENANT'S GENERAL NEGATIVE COVENANTS

4.1 USE OF THE PREMISES

The Tenant will not at any time use or permit to be used the Premises or any part thereof for any purpose other than for the purpose specified in Item 2 of the First Schedule PROVIDED THAT the Tenant may with the consent of the Landlord (whose reasonable consent will not be withheld) alter the usage of the Premises.

4.2 **NUISANCE**

The Tenant will not at any time use exercise or carry on or permit or suffer to be used exercised or carried on in or upon the Premises or the Estate or any part thereof any illegal purpose or activity or any noxious noisome or offensive trade business occupation or calling.

5 **THE TENANT'S GENERAL POSITIVE COVENANTS**

The Tenant HEREBY FURTHER COVENANTS with the Landlord that the Tenant will at the cost and expense of the Tenant in all respects from time to time and at all times:

5.1 **MANAGEMENT**

5.1.1 care for and maintain the Premises and in accordance therewith the Tenant will:

- (a) allowing for fair wear and tear, cause the Premises to be kept clean and free from dirt and rubbish (including external surfaces of windows walls and doors);
- (b) Subject to Clause 6.2, paint the interior of the Premises and maintain and keep in good repair carpets as reasonably required during the Term; and
- (c) in the event that the Tenant is leasing or otherwise occupying all of the Apartments that comprise the Estate repair, cleanse, disinfect and put and keep in good repair order and condition to the reasonable satisfaction of the Owners Corporation all the rooms passages stairs floors windows walls ceilings closets and sewerage connections (except for water main and fire service mains) of the Estate and the Premises and take all other sanitary precautions.

5.1.2 supervise so far as is reasonably practicable the standard and behaviour of occupants of the Premises;

5.1.3 not without the prior written consent of the Landlord, whose reasonable consent will not be withheld, make any structural alterations to the Premises;

5.1.4 comply at the Tenant's own expense with all statutory requirements affecting the Premises PROVIDED THAT the Tenant will not be required to perform or carry out structural work unless such structural work is required by reason of the neglect or default of the Tenant, the Tenant's servants, agents or invitees;

5.1.5 comply with all laws relating to the Estate and the conduct of the Tenant's Business in the Estate; and

5.1.6 to properly and efficiently conduct the Tenant's business in accordance with the intended use of the Premises.

6 **THE LANDLORD'S COVENANTS**

6.1 **THE LANDLORD'S GENERAL COVENANTS**

The Landlord will:

6.1.1 allow the Tenant quiet enjoyment and possession and use of the Premises, the Contents (which are owned by the Landlord) and the Common Property including the right to assign in accordance with Clause 8;

6.1.2 maintain the structural soundness of the Premises;

6.1.3 not interfere with the Tenant's business conducted at the Estate;

6.1.4 deliver forthwith any accounts for outgoings payable by the Tenant in accordance with Clause 2.2 to the Tenant;

- 6.1.5 where the Landlord fails to comply with Clause 6.1.4 the Landlord will promptly pay any accounts and notify the Tenant of any payment and the Tenant will reimburse the Landlord for the amount so paid;
- 6.1.6 obtain at the Landlord's cost upon execution of this Lease and prior to commencement of any further Leases (or upon the grant of any subsequent mortgage) the consent of any mortgagee of the Premises to this Lease;
- 6.1.7 assist the Tenant in the event that the Tenant wishes to mortgage any or all of the Tenant's rights and/or interests in the Lease to any other party. Such assistance will include but is not limited to giving the Landlord's consent (which will not be unreasonably withheld), using the Landlord's best endeavours to execute all reasonable documentation and at the Landlord's own cost and using the Landlord's best endeavours obtaining the consent of any Mortgagee of the Premises (if any); and
- 6.1.8 vote to approve and pay any special and/or capital Owners Corporation levies from time to time to maintain the standard of the Premises and/or the Estate, including (if required) repairing and repainting (having regard to the nature of the relevant surfaces) the exterior of the Premises and/or any building in the Estate as and when required, but in any event at the expiration of each Term.

6.2 LANDLORD'S REPAIR, MAINTENANCE AND REPLACEMENT OBLIGATIONS AT THE END OF EACH TERM

- 6.2.1 To ensure the maintenance of the Premises and the Estate to the high standard of other properties constructed for or used by the Quest Group from time to time and to overcome any deterioration during the Term due to wear and tear, the Landlord acknowledges that repairs and/or other works of a capital nature may reasonably be required at the end of each term. In accordance therewith the Landlord will at the end of each Term if any of the options are exercised:
 - (a) replace the carpet (if it needs replacing and if it is not replaced replace it during the next term when it needs replacing) with a carpet selected by the Tenant in the Tenant's reasonable discretion PROVIDED THAT the carpet selected will be of standard commensurate to the carpet as at the Commencement Date of the initial Term; and
 - (b) if reasonably required repaint, clean, renovate and otherwise update and renew the Premises to a standard commensurate with the quality of the of the Premises that existed as at the Commencement Date of the initial Term PROVIDED THAT such renovation, update and renew will:
 - (i) not be required during the first two Terms of the Lease;
 - (ii) not require the Landlord to effect structural alterations; and
 - (iii) not include any obligation to provide additional contents for the Premises.

PROVIDED THAT for the purposes of this clause the Tenant will advise the Landlord prior to the end of each of the Terms if any works are anticipated to be required to be effected as per this clause. Such notice will detail the nature of the works and the estimated cost of the same (based on two quotations).

- 6.2.2 In the event that the Landlord fails to comply with the provisions of this Clause 6.2 within fourteen (14) days after notice has been given by the Tenant to effect such works, the Tenant may at the Tenant's option elect to carry out such works at the Landlord's costs. Such expenses may be set off by the Tenant against Rent payable by the Tenant to the Landlord.

7 MUTUAL COVENANTS

The Landlord and the Tenant (and where applicable, the Owners Corporation) HEREBY FURTHER COVENANT AND AGREE as follows that:

7.1 SIGNAGE

The Tenant may without further consent being obtained from the Landlord or Owners Corporation, but subject always to the requirements of any relevant regulatory authority, reasonably affix, paint or in any way exhibit such advertisement or signage of any kind upon the inside or outside of the Estate and/or the Premises or any part or parts thereof that the Tenant or any associate of the Tenant reasonably requires for the use of the Premises and the Estate in accordance with the Use of the Premises.

7.2 HOLDING OVER

In the event of the Tenant holding over after the expiration of the Term granted by this Lease, the Tenant will become a monthly tenant only of the Landlord at a monthly Rental equivalent to the monthly proportion of the then total annual Rental payable and any other monies payable by the Tenant herein at the expiration of the Term and otherwise on the same terms and conditions mutatis mutandis as those herein contained so far as applicable.

7.3 INTEREST

If the either party fails to pay to the other party any monies which are payable or repayable by the first party to the other party then the first party will pay to the other party upon fourteen (14) days notice in writing, interest on unpaid monies at the rate of interest per annum being the rate payable under the Supreme Court Rules on judgment debts.

7.4 LEGAL COSTS AND EXPENSES

7.4.1 Each party will bear its own legal costs and expenses associated with entering into this Lease and any renewal thereof.

7.4.2 The Landlord will be responsible for all stamp duty assessable under this Lease and any renewal thereof irrespective of whether the Landlord or the Tenant is otherwise liable to pay that stamp duty.

7.4.3 The Landlord will be responsible for all registration fees under this Lease and any renewal thereof irrespective of whether the Landlord or the Tenant is otherwise liable to pay such registration fees.

7.5 RE-LETTING BY THE LANDLORD

The Tenant will during the last three (3) months of the Term unless the Tenant will have exercised any option to renew contained herein permit the Landlord or the Landlord's agents to display on the exterior of the Premises or the Estate a "To Let" sign of reasonable size and to conduct prospective future tenants through the Premises (subject to reasonable availability) or the Estate to enable them to view the same PROVIDED THAT in exercising such powers the Landlord will endeavour not to cause any undue inconvenience to the Tenant and the Landlord will prior to displaying on the exterior, or interior of the Premises obtain the approval of the Tenant whose approval will not be unreasonably withheld.

7.6 SALE BY THE LANDLORD

If the Landlord at any time during the Term proposes to sell the Premises or the Estate the Tenant will permit the Landlord or the Landlord's agent to display on the exterior or interior of the Premises or the Estate a "For Sale" sign of reasonable size and to conduct prospective purchasers through the Premises (subject to availability) or the Estate to enable them to view the same PROVIDED THAT:

7.6.1 in exercising such powers the Landlord will endeavour not to cause any undue inconvenience to the Tenant and the Landlord will prior to displaying on the exterior, or interior of the Premises obtain the approval of the Tenant whose approval will not be unreasonably withheld; and

7.6.2 in the event that the relevant Apartment is being used then the Landlord would be required to reimburse the Tenant for loss of use and enjoyment for that period of time that the Apartment could not be used.

7.7 CONSENT BY THE LANDLORD

The Landlord must not unreasonably withhold the Landlord's consent to any act by the Tenant which needs consent unless any other clause provides otherwise, but:

7.7.1 the Landlord may impose reasonable conditions before consenting; and

7.7.2 the Tenant must reimburse the Landlord's reasonable expenses resulting from an application for the Landlord's consent.

7.8 NON-WAIVER

No waiver by the Landlord of one breach of any covenant obligation or provision in this Lease will operate as a waiver of another breach of the same unless such breach has been rectified.

7.9 REGISTRATION

Each party will use their reasonable endeavours to assist in the registration of either this Lease or a caveat in respect of this Lease. The Landlord will always be responsible for obtaining the consent of all mortgagees to such registration and the lodging and registration costs and expenses of such registration.

8 ASSIGNMENT

8.1 ASSIGNMENT OF LEASE

8.1.1 Subject to the provisions of Clause 8.2, the Tenant may assign the Tenant's interest in this Lease with the prior written consent of the Landlord.

8.1.2 The Landlord will prior to giving consent to a proposed assignment be entitled to require:

- (a) satisfactory evidence that the proposed assignee is a responsible and respectable person capable in all respects of satisfactorily performing the duties and obligations of the Tenant pursuant to this Lease;
- (b) that the proposed assignee execute in favour of the Landlord a Deed of Covenant in the form of Annexure "A2" to this Lease; and
- (c) in the event that the proposed assignee is a company then the Landlord may require the Directors of the company to provide a guarantee for the Tenant's obligations under the Lease.

8.1.3 The Landlord will not arbitrarily or capriciously or unreasonably withhold the Landlord's consent to a proposed assignment.

8.2 ASSIGNMENT TO A QUEST FRANCHISE

8.2.1 The Landlord acknowledges that the Tenant or a company (whose directors include directors of the Tenant or directors of Quest):

- (a) intends to conduct a serviced apartment or other similar business from the Premises and the Estate pursuant to a franchise agreement or arrangement with an entity associated with the Quest Group; and
- (b) may sell the said business and assign this Lease and/or transfer the Shares in the Tenant to a person who will conduct the said business pursuant to a franchise agreement or arrangement with the Quest Group.

8.2.2 Notwithstanding anything hereinbefore contained the Landlord covenants and agrees that the Tenant will have the right to assign, transfer, sell or otherwise dispose of the Tenant's estate or interest in the Premises created by this Lease and/or transfer the shares in the Tenant to any person (or Associate of such person where such Associate is a company and such company has the same directors as the proposed assignee) who has entered into a franchise agreement or

arrangement to conduct a serviced apartment or other similar business pursuant to a franchise agreement or arrangement with an entity associated with the Quest Group without the Landlord's consent being first obtained.

8.2.3 In order to better protect the rights of the Quest Group the Landlord will also enter into the Deed annexed hereto and marked with the letter "A1".

8.3 GUARANTEES

8.3.1 Upon execution of this Lease the Tenant must procure the Guarantor named in the Deed of Guarantee and Indemnity annexed hereto and marked "A4" to enter into the said Deed of Guarantee and Indemnity.

8.3.2 On any assignment of this Lease and/or the change of Directors of the Tenant, the Tenant can request a release of any guarantor from any guarantee given in support of this Lease and the Landlord will not unreasonably withhold the Landlord's consent to such release if the Landlord is provided with a replacement guarantee in the form of the existing guarantee and such evidence that the person providing the replacement guarantee is of good repute and has the financial capacity to meet his obligations as guarantor.

8.3.3 In the event that the Landlord has been provided with a replacement guarantee in the form of the existing guarantee and financial statements of the replacement guarantor which demonstrate that the replacement guarantor has the financial capacity to meet his obligations as guarantor AND the Landlord does not within twenty one (21) days of receipt of the above, either reasonably consent or reasonably object, then the Landlord will be deemed to have consented to the replacement guarantor and the release of the existing guarantor PROVIDED THAT if the Landlord objects to the replacement guarantor and the release of the existing guarantor, then such objection will be resolved in accordance with the dispute resolution provisions contained herein.

9 OWNERSHIP OF THE CONTENTS

9.1 INITIAL OWNERSHIP OF THE CONTENTS

Subject to the provisions of this Clause, the Landlord is the owner of all items of the Contents as detailed in the Second Schedule.

9.2 ASSIGNMENT OF WARRANTIES

The Landlord will assign to the Tenant the benefit of any warranties applicable to or in respect of the Contents (which are owned by the Landlord).

9.3 REPLACEMENT OF THE CONTENTS

In the event that the Tenant replaces any item of the Contents (which are owned by the Landlord), then such replacement item will be the property of the Tenant.

9.4 TENANT'S OPTION TO ACQUIRE CONTENTS

If the Tenant has at the time of the expiration of the Term agreed to enter into a new lease for the first of the Further Terms THEN the Tenant will have the right to acquire from the Landlord the Contents (which are owned by the Landlord) (but excluding any of the Fixed Equipment if included in the Contents) at the cost of One Dollar (\$1.00). The Contents will be deemed to have been acquired and the cost will be deemed to have been included in the first Rental payment for the Further Term. If the Tenant so acquires the Contents then the ownership of the Contents will pass to the Tenant free from all encumbrances or adverse claims.

10 **OWNERSHIP OF THE COMMON FURNISHINGS AND FITTINGS**

10.1 **INITIAL OWNERSHIP OF THE COMMON FURNISHINGS AND FITTINGS**

Subject to the provisions of this Clause, the Owners Corporation is the owner of all items of the Common Furnishings and Fittings.

10.2 **ASSIGNMENT OF WARRANTIES**

The Owners Corporation will assign to the Tenant the benefit of any warranties applicable to or in respect of the Common Furnishings and Fittings to the extent required to enable the Tenant to fulfil the Tenant's obligations pursuant to this Lease.

10.3 **REPLACEMENT OF THE CONTENTS**

In the event that the Tenant at the request of the Owners Corporation or as otherwise required by this Lease, replaces any item of the Common Furnishings and Fittings then such replacement item will be the property of the Tenant.

11 **REPAIR, MAINTENANCE AND REPLACEMENT OF THE CONTENTS AND THE COMMON FURNISHINGS AND FITTINGS**

11.1 **REPAIR, MAINTENANCE AND REPLACEMENT AT THE EXPENSE OF THE TENANT**

Subject to Clause 11.3, the Tenant will at the Tenant's own expense repair, maintain and (except for Fixed Equipment) replace:

11.1.1 all damaged Contents (which are owned by the Landlord);

11.1.2 all Common Furnishings and Fittings that it is directly responsible for and is not the responsibility of the Landlord or the Owners Corporation; and

11.1.3 the Fixed Equipment,

to the condition or standard commensurate with a serviced apartment facility and suitable for immediate use by succeeding tenants or occupiers PROVIDED THAT the Tenant is not required to repair, maintain and replace any Contents not owned by the Landlord.

11.2 **REPAIR, MAINTENANCE AND REPLACEMENT AT THE EXPENSE OF THE OWNERS CORPORATION**

The Landlord will use its best endeavours to procure the Owners Corporation to:

11.2.1 repair, maintain and replace the Common Furnishing and Fittings;

11.2.2 carry out repairs or make payments of a capital nature in respect of the Common Furnishing and Fittings; and

11.2.3 enter into and keep in force a contract with a reputable contractor engaged in the business of maintenance and repair for the maintenance and repair of the Common Furnishing and Fittings.

11.3 **CAPITAL REPAIR AND REPLACEMENT AT THE EXPENSE OF THE LANDLORD**

The Landlord will at the Landlord's own expense repair and/or replace the Contents and Fixed Equipment, in the event that the Tenant reasonably determines that such repair and/or replacement is of a capital nature. The Landlord will also be responsible for the payment of any Owners Corporation levies relating to expenses of a capital nature PROVIDED THAT in the event that the Landlord fails to comply with the provisions of this Clause 11.3 within twenty one (21) days after notice in writing has been given to effect such repairs and/or replacements, the Tenant may at the Tenant's option elect to carry out such repairs and/or replacements at the Landlord's cost. Such expenses may be set off by the Tenant against Rent payable by the Tenant to the Landlord.

11.4 TENANT TO INDEMNIFY LANDLORD AND OWNERS CORPORATION

The Tenant hereby indemnifies the Landlord and the Owners Corporation in relation to the cost of carrying out repairs or making payments of a capital nature in respect of the Contents (which are owned by the Landlord) and the Common Furnishing and Fittings in the event that the need for them results from:

- 11.4.1 negligence by the Tenant or the Tenant's employees, agents, contractors, customers or visitors; or
- 11.4.2 failure by the Tenant to perform the Tenant's obligations under this Lease.

11.5 INSURANCE TO INDEMNIFY TENANT WHERE AVAILABLE

In the event that the Tenant repairs, maintains and/or replaces the Contents (which are owned by the Landlord) which are insured, then the benefits of such insurance will be paid to the Tenant to reimburse the Tenant for any and all costs and expenses relating to such repair, maintenance and/or replacement.

12 DAMAGE, DESTRUCTION AND SUSPENSION OF SERVICES

12.1 DAMAGE AND DESTRUCTION

If:

- 12.1.1 the Premises (including the interior of the Premises) or any part of the Common Property is destroyed or damaged;
- 12.1.2 the Premises is wholly or partially unfit for occupation or use;
- 12.1.3 the same will not have been caused by some default act or neglect on the part of the Tenant; and
- 12.1.4 the insurance policy or policies effected by the Tenant, Landlord or the Owners Corporation will not have been vitiated or payment refused in consequence of some act default or neglect of the Tenant,

THEN

12.1.5 the Landlord will:

- (a) where the interior of the Premises is damaged, use the Landlord's best endeavours to repair the Premises as soon as is practicably possible; or
- (b) make or cause the Owners Corporation to take any appropriate action including if applicable to make an application for the Strata Plan to be wound up or altered as the case may be,

within a reasonable time after the damage or destruction,

12.1.6 a fair proportion of the Rent and outgoings as agreed between the Landlord and Tenant is to be suspended until the Premises are again wholly fit for the purpose specified in Item 2 of the First Schedule PROVIDED THAT the suspended portion of the Rent and outgoings must be proportioned to the nature and extent of the damage.

12.2 FAILURE OF THE LANDLORD TO COMPLY

If as a result of such damage or destruction the Landlord has not complied with Clause 12.1.5, the Landlord and the Tenant will meet with a view to reaching agreement on reinstatement or will consider any order of the Court made pursuant to the Act. If such agreement is not reached within sixty (60) days after the date of the damage or destruction then either party may at the end of the sixty (60) day period by written notice to the other terminate this Lease from the date of the damage or destruction but will retain any prior accrued rights.

12.3 FAILURE OF THE LANDLORD AND TENANT TO REACH AGREEMENT

If as a result of such damage or destruction the Landlord and Tenant have failed to reach an agreement as to the fair proportion of Rent and outgoings that is to be suspended pursuant to Clause 12.1.6 within sixty (60) days after the date of damage or destruction then such determination of a fair proportion of Rent and outgoings will be referred at the insistence of either the Landlord or Tenant to a valuer nominated by the Institute of Valuers and Land Economists and such valuer in so determining will be deemed to act as an expert and not as an arbitrator and such determination will be final and binding upon the parties and the cost of such determination will be borne equally by the Landlord and Tenant.

12.4 USE OF INSURANCE MONIES

Any insurance money received by the Tenant or Landlord in respect of any damage will be applied to:

12.4.1 reinstatement of the damaged Premises or Common Property; or

12.4.2 where the Premises or Common Property are not reinstated then, to the rightful Landlord or Landlords.

12.5 TERMINATION ON DAMAGE OR DESTRUCTION

12.5.1 The Landlord acknowledges that the Tenant has taken a Lease over many or all of the lots that comprise the Estate.

12.5.2 In the event that Damage or Destruction is sustained by more than one half of the number of lots in the Estate over which the Tenant has taken a lease then notwithstanding anything hereinbefore contained to the contrary the Tenant may upon seven (7) days notice in writing to the Landlord terminate this Lease.

12.5.3 This Clause 12.5 is included for the benefit of the Tenant and will operate notwithstanding that no damage or destruction has been suffered by the Premises.

12.5.4 In the event that this Lease is terminated in accordance with this Clause 12.5, all parties will retain their accrued rights hereunder.

12.6 SUSPENSION OF SERVICES

In the event that provision of any of the Services are disrupted for any reason beyond the control of the Tenant, and such disruption continues for a period of forty eight (48) hours or greater, during which period the operation of the Tenant's Business is materially disrupted, then the Rental for such period of disruption is to be suspended.

13 ATTORNEY

13.1 The Landlord agrees that for the purposes of allowing the Tenant to better conduct the Tenant's business and to ensure compliance with the Landlord's and the Owners Corporation's Covenants as contained in this Lease, the Landlord will at all or any meetings of the Owners Corporation or of the committee of the Owners Corporation held during the Term, vote in accordance with the reasonable directions given by the Tenant.

13.2 To better secure the performance by the Landlord of the obligations under this clause the Landlord by the execution of this Lease irrevocably nominates and appoints the Tenant and each director and officer of the Tenant from time to time jointly and severally to be the attorney of the Landlord and to act, attend and vote as attorney in the Tenant's absolute discretion on behalf of the Landlord (including to allow the Tenant the power to appoint and dismiss the Owners Corporation manager and to grant to the Tenant any leases or licences in respect of the Common Property that are reasonably required for the operation of the Tenant's Business) at all or any meetings of the Owners Corporation or of the committee of the Owners Corporation to the exclusion of the Landlord if present at such but this appointment must not be used to vote on a motion to raise a Owners Corporation levy for capital charges or require a contribution to a capital Sinking Fund over an amount of One Thousand Dollars (\$1,000.00) per annum in each year of the Term PROVIDED THAT a Sinking Fund will not be required to be established during the first two terms

of the Lease although the Landlord may be required to make contributions in respect of specific Owners Corporation capital works as required from time to time.

- 13.3 The Landlord hereby ratifies and confirms all acts, deeds and things done by the Landlord's Attorney hereby constituted or by any of them at all or any of the meetings referred to in this clause held while this Power of Attorney remains in full force and effect.
- 13.4 Without limitation, the terms "Attorney" used in this clause will include a "proxy" for the purposes of the Act and the by-laws from time to time of the Owners Corporation.
- 13.5 Notwithstanding the provisions of Clause 13.2, the Tenant hereby agrees that in exercising the powers hereunder either solely or through an attorney, the Tenant will act in good faith and provide the Landlord with details of all proposals to be dealt with by the Owners Corporation and will allow the Landlord the opportunity to attend all meetings of the Owners Corporation of which reasonable notice together with the agenda will be given the Landlord.

14 SALE OF THE PREMISES BY THE LANDLORD

- 14.1 If the Landlord wishes to dispose of the Premises or any interest therein the Landlord will obtain from the proposed purchaser, prior to the disposal, a duly executed Deed of Covenant in the form of Annexure "A3" to this Lease in favour of the Tenant.
- 14.2 The Landlord will pay any stamp duty that is assessable on the Deed of Covenant referred to in Clause 14.1.

15 OPTION FOR RENEWAL FOR EACH OF THE FURTHER TERMS

15.1 THE FIRST FURTHER TERM

Upon the written:

- 15.1.1 notification of the Landlord to the Tenant, delivered to the Tenant at any time during the Term but not less than three (3) months prior to the expiration of the Term, the Tenant will accept a new lease; or
- 15.1.2 request of the Tenant to the Landlord, delivered to the Landlord at any time during the Term but not less than three (3) months prior to the expiration of the Term, the Landlord will grant and the Tenant will accept a new lease,

for the First Further Term on the same terms and conditions as are contained in this Lease and commencing on the day after the Term of this Lease ends PROVIDED THAT the Rental payable by the Tenant during the First Further Term will be:

- 15.1.3 during the first year of the First Further Term a Rental determined by the Tenant giving notice in writing ("the Rent Notice") to the Landlord that it considers the Rental of the Premises should be the amount stated in the Rent Notice for the period under review specified in the Rent Notice. The Tenant must give the Rent Notice to the Landlord not less than two (2) months prior to the expiration of the Term failing which the Landlord may give the Rent Notice. If within fourteen (14) days from the service of the Rent Notice, the party receiving the Rent Notice:
- (a) does not object in writing, then the Rental will be adjusted accordingly for that period; or
- (b) does object in writing then the Rental for the said period will be agreed to between the Landlord and the Tenant and in default of agreement between the Landlord and Tenant, the Rental will be the Market Rental (as defined in Clause 1.1) determined by a valuer nominated by the Institute of Valuers and Land Economists or if such organisation will no longer exist or refuse to act such determination will be made by a valuer appointed by the President for the time being of the Law Society of New South Wales and such determination will be final and binding upon the parties and the cost of such determination will be borne equally by the Landlord and Tenant,

PROVIDED THAT:

- (c) pending the determination of the Rental payable the Tenant will continue to pay on account of the Rental ultimately determined to be payable Rental at the rate current on the last day of the immediately preceding Term and the balance thereof on the next date due for payment of Rental occurring immediately after such determination; and
- (d) any failure of the parties to determine the updated Rental payable when the update ought to have come into force will not be deemed a waiver by the Landlord of any of the Landlord's rights herein contained and such failure will in no way prejudice the Landlord's rights in relation to the determination of any such updated Rental payable.

15.1.4 during each and every subsequent year of the First Further Term a Rental calculated by increasing the Rental payable for the preceding twelve (12) month period by an amount equal to four per centum (4%) thereof.

15.2 ALL OTHER FURTHER TERMS

In respect of all Further Terms other than the First Further Term upon the written request of the Tenant at any time after the Commencement Date but not less than three (3) months prior to the expiration of the Further Term (as the case maybe), the Landlord will grant and the Tenant will accept a new Lease for the Further Term on the same terms and conditions as are contained in this Lease and commencing on the day after the Term of this Lease ends PROVIDED THAT the Rental payable by the Tenant during the Further Term will be:

15.2.1 during the first year of the Further Term a Rental determined by the Tenant giving notice in writing ("the Rent Notice") to the Landlord that it considers the Rental of the Premises should be the amount stated in the Rent Notice for the period under review specified in the Rent Notice. The Tenant must give the Rent Notice to the Landlord not less than two (2) months prior to the expiration of the Term failing which the Landlord may give the Rent Notice. If within fourteen (14) days from the service of the Rent Notice, the party receiving the Rent Notice:

- (a) does not object in writing, then the Rental will be adjusted accordingly for that period; or
- (b) does object in writing then the Rental for the said period will be agreed to between the Landlord and the Tenant and in default of agreement between the Landlord and Tenant, the Rental will be the Market Rental (as defined in Clause 1.1) determined by a valuer nominated by the Institute of Valuers and Land Economists and such determination will be final and binding upon the parties and the cost of such determination will be borne equally by the Landlord and Tenant,

PROVIDED THAT:

- (c) pending the determination of the Rental payable the Tenant will continue to pay on account of the Rental ultimately determined to be payable Rental at the rate current on the last day of the immediately preceding Term and the balance thereof on the next date due for payment of Rental occurring immediately after such determination; and
- (d) any failure of the parties to determine the updated Rental payable when the update ought to have come into force will not be deemed a waiver by the Landlord of any of the Landlord's rights herein contained and such failure will in no way prejudice the Landlord's rights in relation to the determination of any such updated Rental payable.

15.2.2 during each and every subsequent year of the Further Term a Rental calculated by increasing the Rental payable for the preceding twelve (12) month period by an amount equal to four per centum (4%) thereof.

16 **DEFAULT AND TERMINATION**

DEFAULT OF THE TENANT

In the event that any of the following occurs:

- 16.1 if the Rent or any part thereof will be unpaid for the period of thirty (30) days after any of the days on which the same ought to have been paid in accordance with the covenants for payment herein contained;
- 16.2 if the Tenant commits permits or suffers to occur any breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions of this Lease;
- 16.3 if the Tenant being a Company:
 - 16.3.1 an order is made or a resolution is effectively passed for the winding up of the Tenant (except for the purpose of reconstructions or amalgamation); and
 - 16.3.2 the Tenant goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with the Tenant's creditors or is unable to pay the Tenant's debts within the meaning of the Corporations Law for the time being in force.
- 16.4 if the Tenant being an individual becomes bankrupt or commits an act of bankruptcy;
- 16.5 if execution is levied against the Tenant and not discharged within thirty (30) days; or
- 16.6 if the business conducted in the Premises will be discontinued or the Premises deserted or vacated or left unoccupied for the space of one week (other than for seasonal holidays, maintenance and/or repairs, defaults of the Landlord and/or reasons beyond the control of the Tenant),

then and in any one or more of such events and notwithstanding that the Landlord may not have exercised any of the Landlord's rights under this Clause 16.1 in respect of some previous breach or default by the Tenant whether of a like nature or not the Landlord will subject to the provisions of all applicable legislation, be entitled at any time or times thereafter to re-enter (forcibly if necessary) into and upon the Premises or any part thereof in the name of the whole and to have again repossess and enjoy the same as of the Landlord's former estate anything herein contained to the contrary notwithstanding but without prejudice to any action or other remedy which the Landlord has or might or otherwise could have for arrears of Rent or breach of covenant or for damage as a result of any such event.

17 **CONDITIONS ON TERMINATION**

- 17.1 The Tenant will at the expiration or sooner determination of this Lease peaceably surrender and yield up unto the Landlord the whole of the Premises clean and free from rubbish and in a state of repair order and condition which is in all respects consistent with the covenants on the part of the Tenant herein contained.
- 17.2 The Landlord may at the expiration or sooner determination of this lease cause any of the Tenant's Fixtures and Fittings to be removed and will be entitled to make any such alterations to the Premises so that the Premises are reasonably reinstated and the Landlord may recover the costs thereof from the Tenant as a liquidated debt payable on demand.

18 **GOODS & SERVICES TAX**

In this Clause:

GST means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Rent and any other Money Payable to the Landlord for goods or services or property.

Input Tax Credit means the credit pursuant to the GST law applicable in regards to the GST payable by a recipient in respect of a Supply.

Supply means a good or service or property supplied under this Lease, including but not limited to the Premises, the Services and other goods or services or property.

18.1 TENANT MUST PAY GST

The Tenant must pay to the Landlord an amount on account of GST determined in accordance with clause 18.6 that the Landlord pays or is liable to pay on a Supply.

18.2 TENANT MUST PAY GST AT SAME TIME

The Tenant must pay to the Landlord the amount of any GST payable pursuant to this clause that the Tenant is liable to pay at the same time as the Tenant is required to pay the Rental.

18.3 PRICES DO NOT INCLUDE GST

The price for each Supply, including Rent, fixed or determined under this Document, does not include GST on that Supply and the Tenant must pay the amount of GST in addition to the price for that Supply fixed or determined under this Document.

18.4 APPORTIONMENT OF GST

Where a Supply is not separately supplied to the Tenant, the liability of the Tenant for any amount for GST in relation to that Supply is determined on the same basis as the Tenant's proportionate liability for the Supply is determined.

18.5 DOCUMENTATION

Each party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other party to claim or verify any Input Tax Credit, set off, rebate or refund in relation to the amount attributed to any GST.

18.6 GST PAYABLE BY TENANT

18.6.1 Notwithstanding anything herein contained, the GST payable by the Tenant pursuant to this clause will be limited to the Input Tax Credit which the Tenant is able to utilise in connection with its use of the Premises.

18.6.2 For the purposes of verifying the amount payable pursuant to clause 18.6.1, the Tenant will, in the event of any discrepancy in the amount for GST which it is liable to pay pursuant to this clause and the GST payable by the Landlord, provide the Landlord together with its monthly rental, documentation evidencing the determination of the GST payable together with payment for the GST amount payable.

19 ESSENTIAL TERMS

19.1 The Parties agree and acknowledge that the essential terms of this Lease are:

19.1.1 in relation to the Tenant Clauses 2.1, 2.2, 5, 9.4 and 11.1; and

19.1.2 in relation to the Landlord Clauses 2.3, 6, 11.3, 13 and 23.1.

20 ENTIRE UNDERSTANDING

This Lease embodies the entire understanding and the whole agreement between the parties relative to the subject matter hereof and all previous negotiations representations warranties arrangements and statements (if any) whether expressed or implied with reference to the subject matter hereof or the intentions of either of the parties are merged herein and otherwise are hereby excluded and cancelled.

21 SEVERABILITY

All stipulations contained in this Lease will be so construed as not to infringe the provisions of any Act whether State or Commonwealth but if any such stipulation or its true interpretation does infringe any such provisions the same will be deemed to be void and severable.

22 ° NOTICES

22.1 NOTICE

Any notice required to be given by the Landlord to the Tenant in the case of a breach of any covenant or condition herein contained which is capable of being remedied will provide for a period of twenty one (21) days as the time within which the Tenant is to remedy such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Landlord in respect thereof.

22.2 SERVING OF NOTICE

Any notice or other document or writing to be served, delivered or given by a party may be given by the that party or its solicitors or by any other representative duly authorised by that party and may be sent by facsimile, prepaid courier or security post addressed to the Lessee at its address referred to in this Lease or to such other address as any party notifies any other party in writing.

22.3 Any notice or other document or writing is deemed to have been received:

22.3.1 if sent by security post, two business days after having been posted;

22.3.2 if sent by facsimile, when the transmissions is recorded as being successfully transmitted by the Lessee's or the Lessor's facsimile machine provided it is sent before 1730 hours and in the event that it is sent after 1730 hours, service shall be deemed to be effected on the following day;

22.3.3 if sent by prepaid courier, on the date recorded by the courier company as the date the notice or other document or writing was delivered to the Tenant or the Landlord as the case may be;

22.3.4 if delivered personally, on the date of delivery; or

22.3.5 Any notice or other document or writing is deemed to have been received.

23 ARBITRATION

23.1 In the event of there being any dispute between the landlord and the tenant, relating to or arising out of this lease, including its construction, effect, the rights and obligations of the parties, the performance, breach, rescission or termination of this lease, the entitlement of either party to damages or compensation and the amount of that entitlement (called "Dispute"), the Dispute shall be determined by arbitration.

23.2 Either party may give notice to the other party of the existence of a Dispute and unless the Dispute is settled between the parties within seven business days after the other party has received notice of the Dispute, the Dispute shall be referred to arbitration.

23.3 The arbitrator shall be the nominee of the President of the Law Society of New South Wales.

23.4 The arbitration shall be conducted in accordance with the Rules for the Conduct of Commercial Arbitrations of the Institute of Arbitrators Australia and, subject to those Rules, in accordance with the provisions of the Commercial Arbitration Act (1984) NSW.

24 ADDITIONAL PROVISIONS

Notwithstanding anything herein contained, the provisions of this Lease will be subject to any additional provisions (if any) specified in Item 4 of the First Schedule.



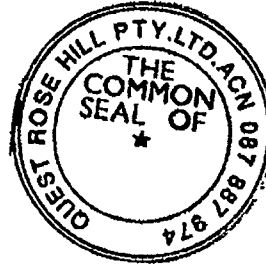
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year specified in the First Schedule.

THE COMMON SEAL of the Owners – Strata)
Plan 64025 was hereunto affixed on 17 day of)
April 2001 by ~~June Duffa~~ being)
a person authorised pursuant to Section 238 of the)
Strata Schemes Management Act, 1996 to attest)
the affixing of the Common Seal:



.....


THE COMMON SEAL of QUEST ROSE)
HILL PTY LTD (ACN 087 887 974) was affixed)
in accordance with its Articles of Association in)
the presence of:




.....
Secretary


.....
Director

FIRST SCHEDULE

- ITEM 1: THE RENTAL: The Rental payable during:
- (a) the first and second years of the Term will be an amount of One Dollar (\$1.00); and
 - (b) each and every subsequent year of the Term an amount calculated pursuant to Clause 2.1.3.2
- ITEM 2: USE: Serviced Apartments or other long or short term lettings.
- ITEM 3: THE ESTATE: The serviced apartment development known as "Quest Rosehill", situate at the ~~Common Property~~, 8 Hope Street, Rosehill, New South Wales, 2142.
- ITEM 4: FURTHER PROVISIONS: Nil.



SECOND SCHEDULE

THE CONTENTS OWNED BY THE LANDLORD

Not Applicable.

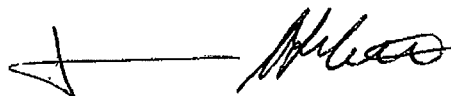
A handwritten signature in black ink, appearing to be 'M. L. ...', is written over a horizontal line at the bottom right of the page.

NOTICE

In accordance with the provisions of this Act, the Landlord notifies the Tenant that the option to renew this Lease for the further term cannot be exercised after the day of 200*

DATED the day of 200*

.....
[THE LANDLORD]



ANNEXURE "A1"

THIS DEED is made the day of 200*

PARTIES:

1. **OWNERS – STRATA PLAN 64025** ("the Landlord")
2. **QUEST ROSE HILL PTY LTD (ACN 087 887 974)** whose registered office is situate at Level 3, 766 Elizabeth Street, Melbourne, Victoria, 3000 ("the Tenant")
3. **QUEST NSW PTY LTD (ACN 085 536 821)** whose registered office is situate at Level 3, 766 Elizabeth Street, Melbourne, Victoria, 3000 ("the Franchisor")

RECITALS:

- A. The Landlord has entered into a lease ("the Lease") with the Tenant in respect of the premises known as "Quest Rosehill" situate at the Common Property, 8 Hope Street, Rosehill, New South Wales, 2142 ("the Premises").
- B. The Landlord acknowledges that in accordance with the Lease, the Tenant or a company (whose directors are either identical to the Tenant or include one or more of the directors of the Tenant or are directors of the Franchisor or an Associate of the Franchisor) intends to use the Premises for the purposes of a serviced apartment business which is to be operated as a Quest Franchise pursuant to a franchise agreement ("the Franchise Agreement") with the Franchisor.

OPERATIVE PART:

- 1 Notwithstanding anything to the contrary in the Lease, the Landlord and the Tenant expressly agree and acknowledge that if the Franchise Agreement expires or is terminated for any reason whatsoever then, notwithstanding that the franchisee may dispute such termination, the Tenant's rights under the Lease will, at the option of the Franchisor, be transferred, assigned or otherwise made available to the Franchisor or the Franchisor's nominee (as per Clause 8.2.2 of the Lease). The said option may be exercised by the Franchisor giving the Landlord notice in writing within thirty (30) days following termination or cancellation of the Franchise Agreement, such notice will specify, inter alia, the date of such termination or cancellation. The Tenant acknowledges and agrees that the Landlord may rely upon such notice and will not be required to inquire into the due execution thereof or the accuracy of the statements set forth therein. It is further agreed that such notice will, without further act or formality, operate as an effective assignment of the Tenant's rights hereunder to the Franchisor and the assumption by the Franchisor of the covenants of the Lease required to be observed or performed by the Tenant. The Franchisor will thereafter have the right to assign or sub-let the Premises to such person as it may designate (as per Clause 8.2.2 of the Lease).
- 2 The Tenant hereby agrees that the Landlord may upon the written request of the Franchisor, provide the Franchisor's agent with access to the Premises and disclose to the Franchisor all reports, information or data in the Landlord's possession relating to sales made in, upon or from the Premises.
- 3 The Landlord will give written notice to the Franchisor (concurrently with the giving of such notice to the Tenant) of any default by the Tenant under the Lease and the Franchisor will have, after the expiration of the period during which the Tenant may cure such default, an additional fifteen (15) days to cure, at the Franchisor sole option, any such default, PROVIDED THAT if such default arises by reason of the bankruptcy or insolvency of the Tenant or the appointment of a receiver over or winding up the Tenant's assets or part thereof or under another default under the Lease by which the Landlord is entitled to terminate the Lease, then the Franchisor will have the right to assume the Lease upon payment of any arrears of Rental to such date. In the event of any such assumption, the Tenant will cease to have any further rights hereunder.
- 4 The Landlord acknowledges that the Franchise Agreement contains a right on the part of the Franchisor, in the event of the expiration or termination of the Franchise Agreement for any reason whatsoever, to enter the Premises and to purchase the business assets of the Tenant. The Landlord further acknowledges that such entry and purchase by the Franchisor will not constitute a breach of the Lease.



- 5 The Landlord agrees that in the event that the Tenant fails to exercise or is deemed ineligible to exercise (for any reason whatsoever) the Tenant's option or options for one or more further terms in accordance with Clause 15 of the Lease, and notwithstanding the fact that the time for the Tenant making a written request (as per Clause 15 of the Lease) has expired, then not less than two (2) months prior to the expiration of the Term or Further Term (as the case may be), the Franchisor may make a written request for a further Term in accordance with the provisions of Clause 15 of the Lease and in that event, the Franchisor or a nominee of the Franchisor will become the Tenant under the Lease as if it were an original tenant who had validly exercised the Option for a Further Term.
- 6 The Franchisor includes the administrators, successors, transferees and assigns of the Franchisor.
- 7 The Tenant includes the administrators, successors, transferees and assigns of the Tenant.
- 8 The Landlord includes the administrators, successors, transferees and assigns of the Landlord.

EXECUTED AS A DEED

THE COMMON SEAL of the Owners – Strata Plan 64025 was hereunto affixed on 17... day of April 2001 by ~~June 8th~~ being a person authorised pursuant to Section 238 of the Strata Schemes Management Act, 1996 to attest the affixing of the Common Seal:



.....

[Handwritten Signature]
.....

THE COMMON SEAL of ROSE HILL PTY LTD (ACN 087 887 974) was affixed in accordance with its Articles of Association in the presence of:



[Handwritten Signature]
.....
Secretary

[Handwritten Signature]
.....
Director

THE COMMON SEAL of QUEST NSW PTY LTD (ACN 085 536 821) was affixed in accordance with its Articles of Association in the presence of:



[Handwritten Signature]
.....
Secretary

[Handwritten Signature]
.....
Director

ANNEXURE "A2"

DEED OF COVENANT ON ASSIGNMENT OF LEASE
(Sub-Clause 8.1.1.(b))

THIS DEED is made the day of 200*

BETWEEN: **OWNERS – STRATA PLAN 64025** ("the Landlord")

AND: **QUEST ROSE HILL PTY LTD (ACN 087 887 974)** whose registered office is situate at Level 3, 766 Elizabeth Street, Melbourne, Victoria, 3000 ("the Tenant")

AND: ("the Assignee")

RECITALS:

A. The Landlord has entered into a Lease ("the Lease") with **QUEST ROSE HILL PTY LTD (ACN 087 887 974)** ("the Tenant") in respect of the premises known as "Quest Rosehill" situate at the Common Property, 8 Hope Street, Rosehill, New South Wales, 2142.

B. The Tenant has agreed to assign the Tenant's interest under the Lease to the Assignee.

OPERATIVE PART:

1 The Assignee agrees that as from the date of assignment of the Lease it will perform and observe all of the covenants of the Tenant under the Lease as if the Assignee had been originally named in and executed the Lease as Tenant.

2 In consideration of the Assignee executing this Deed, the Landlord consents to this assignment and agrees with the Assignee to abide by the terms and conditions of the Lease.

3 In accordance with Clause 13 of the Lease the Landlord irrevocably nominates and appoints the Assignee and each director and officer of the Assignee from time to time jointly and severally to be the attorney of the Landlord.

4 All stamp duty payable on this Deed will be payable by the Assignee.

EXECUTED AS A DEED

THE COMMON SEAL of **BODY CORPORATE STRATA PLAN NO: SP64025** was hereunto affixed in accordance with its Articles of Association in the presence of:

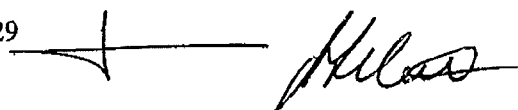
.....
Secretary

.....
Director

THE COMMON SEAL of **QUEST ROSE HILL PTY LTD (ACN 087 887 974)** was hereunto affixed in accordance with its Articles of Association in the presence of:

.....
Secretary

.....
Director



ANNEXURE "A3"

DEED OF COVENANT ON DISPOSAL OF FREEHOLD
(Clause 14.1)

THIS DEED is made the day of 200*

BETWEEN:

1. OWNERS – STRATA PLAN 64025 ("the Landlord")
2. QUEST ROSE HILL PTY LTD (ACN 087 887 974) whose registered office is situate at Level 3, 766 Elizabeth Street, Melbourne, Victoria, 3000 ("the Tenant")
3. ("the Purchaser")

RECITALS:

- A. The Landlord has entered into a Lease ("the Lease") with the Tenant in respect of the premises known as "Quest Rosehill" situate at the Common Property, 8 Hope Street, Rosehill, New South Wales, 2142 ("the Premises").
- B. The Purchaser is to acquire the Premises or an interest in the Lot subject to the Lease.

OPERATIVE PART:

- 1 The Purchaser agrees to be bound and hereby accepts the Landlord's obligations contained in the Lease.
- 2 The Purchaser further agrees that as and from the date of acquisition of the Lot the Purchaser will perform and observe all of the covenants of the Landlord under the Lease as if the Purchaser had been named therein as Landlord.
- 3 Subject to the Purchaser continuing to abide by the terms and conditions of the Lease, the Tenant covenants to abide by the terms and conditions of the Lease and to treat the Purchaser as the Landlord as from the date of completion of the sale from the Landlord to the Purchaser.
- 4 In accordance with Clause 13 of the Lease the Purchaser irrevocably nominates and appoints the Tenant and each director and officer of the Tenant from time to time jointly and severally to be the attorney of the Purchaser.
- 5 For the purposes of this clause the defined terms have the same meaning as in the Lease.
- 6 All stamp duty payable on this Deed will be payable by the Landlord.

EXECUTED AS A DEED

THE COMMON SEAL of the Owners – Strata)
Plan 64025 was hereunto affixed on day of)
April 2001 by being)
a person authorised pursuant to Section 238 of the)
Strata Schemes Management Act, 1996 to attest)
the affixing of the Common Seal:

.....

THE COMMON SEAL of ROSE HILL PTY
LTD (ACN 087 887 974) was affixed in
accordance with its Articles of Association in the
presence of:

.....
Secretary

.....
Director

SIGNED SEALED AND DELIVERED by)
....., in the presence:)

..... Witness

A handwritten signature in cursive script, possibly reading "Hilder", is written over a horizontal line. A hand-drawn arrow points from the signature towards the left margin of the page.

RELODGED

18 APR 2002

TIME:

Approved Form 9

Cl. 25(1) / Cl. 26(1) (L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

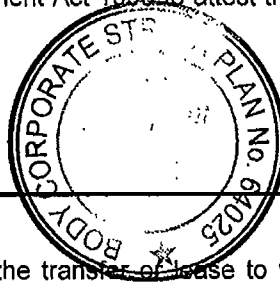
Certificate Pursuant to Owners Corporation

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, or * Strata Schemes (Leasehold Development) Act 1986, The Owners – Strata Plan No. 64025 hereby certifies that: -

- (1) the ~~dealing plan~~+ was * executed *~~accepted~~* sealed by it pursuant to a special resolution passed in accordance with the requirements of the above Act;
- (2) the requirements of section 28(3)(a)(ii) or section 32(3)(a)(ii) of the above Act have been complied with in respect of the said *dealing *~~plan~~.

The common seal of Owners – Strata Plan No. 64025 was hereunto affixed on 12/4/02 in the presence of ...*SUE BRIFFA*..... being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

x *[Signature]*



* Strike out whichever is inapplicable
+ Set out sufficient particulars to identify positively the transfer of lease to which the certificate relates.

RELODGED
18 APR 2017
TIME:

Approved Form 10

Cl. 25(1) (F) / Cl. 26(1) (L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, or * Strata Schemes (Leasehold Development) Act 1986, The Owners – Strata Plan No. 64025 hereby certifies that in respect of the strata scheme based on Strata Plan No. 64025: -

*(a) the initial period, as defined by that Act, expired before:

~~* issue by the * local council/* accredited certifier on of a certificate referred to in * section 9(3)(b) * section 11(2)(b).~~

~~* issue by the * local council/* accredited certifier on of a certificate referred to in * section 13(2)(a) * section 16(2)(a).~~

* issue by the * local council/* accredited certifier on 12/4/02 of a certificate referred to in * section 28(4)(a) * section 32(4)(a).

*(b) * at the date of issue of a certificate referred to in section * 9(3)(b); *13(2)(a) or * 28(4)(A) * section 11(2)(b); *16(2)(a) or * 32(4)(a) the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to the plan of dealing that is being lodged along with this certificate.

[Handwritten Signature]
.....
.....



* Strike out whichever is inapplicable.



PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 149

Environmental Planning and Assessment Act, 1979 as amended

Certificate No: 2017/2206
Fee: \$53.00
Issue Date: 20 April 2017
Receipt No: 4906981
Applicant Ref: JSM:30313:62163

DESCRIPTION OF LAND

Address: /8 Hope Street
ROSEHILL NSW 2142

Lot Details: Lot SP 64025

SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

Parramatta Local Environmental Plan 2011

For the purpose of **Section 149(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:



The land is zoned: B4 Mixed Use PLEP2011

Issued pursuant to Section 149 of the Environmental Planning and Assessment Act, 1979.

NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2011 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To encourage development that contributes to an active, vibrant and sustainable neighbourhood.
- To create opportunities to improve the public domain and pedestrian links.
- To support the higher order Zone B3 Commercial Core while providing for the daily commercial needs of the locality.
- To protect and enhance the unique qualities and character of special areas within the Parramatta City Centre.

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Light industries; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Water recycling facilities; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home industries; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Research stations; Rural industries; Rural workers' dwellings; Secondary dwellings; Semi-detached dwellings; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies



SECTION B

State Policies and Regional Environmental Plans

The land is affected by State Environmental Planning Policies and Regional Environmental Plans as detailed in Annexure "B1".

Draft Local Environmental Plan

The land is not affected by a Draft Local Environmental Plan which has been placed on Public Exhibition and has not yet been published.

Development Control Plan

The land is affected by Parramatta Development Control Plan 2011.

The Minister for Planning has issued directions that provisions of an EPI do not apply to certain Part 4 development where a concept plan has been approved under Part 3A.

Development Standards

The land is located within State Environmental Planning Policy (Urban Renewal) 2010.

Development Contribution Plan

The Parramatta Section 94A Development Contributions Plan (Amendment No. 4) applies to the land.

Heritage Item/Heritage Conservation Area

An item of environmental heritage is not situated on the land.

The land is not located in a heritage conservation area.

Road Widening

The land is not affected by road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993.
- (b) Any Environmental Planning Instrument.
- (c) Any Resolution of Council.

Land Reservation Acquisition

The land is not affected by Land Reservation Acquisition in Parramatta Local Environmental Plan 2011.

Site Compatibility Certificate (Seniors Housing, Infrastructure and Affordable Rental Housing)

At the date of issue of this certificate Council is not aware of any

- a. Site compatibility certificate (affordable rental housing),
- b. Site compatibility certificate (infrastructure),
- c. Site compatibility certificate (seniors housing)

in respect to the land issued pursuant to the Environmental Planning & Assessment Amendment (Site Compatibility Certificates) Regulation 2009 (NSW).

**Contamination**

The land is not affected by any of the matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed

- a. that the land to which the certificate relates is significantly contaminated land
- b. that the land to which the certificate relates is subject to a management order
- c. that the land to which the certificate relates is the subject of an approved voluntary management proposal
- d. that the land to which the certificate relates is subject to an ongoing maintenance order
- e. that the land to which the certificate relates is the subject of a site audit statement

Tree Preservation

The land is subject to Section 5.4 Preservation of Trees or Vegetation in Parramatta Development Control Plan 2011.

Council has not been notified of an order under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

Coastal Protection

The land is not affected by Section 38 or 39 of the Coastal Protection Act 1979.

Has an order been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of the Act) on the land (or on public land adjacent to that land)?

NO

Has Council been notified under section 55x of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of the Act) have been placed on the land (or on public land adjacent to that land)?

NO

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

NO

**Council Policy**

Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence or any other risk on land subject to the Parramatta Local Environmental Plan 2011.

Council has adopted a policy covering areas subject to the Parramatta Local Environmental Plan 2011 to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to areas subject to the Parramatta Local Environmental Plan 2011. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre.

Mine Subsidence

The land is not affected by Section 15 of the Mine Subsidence Compensation Act 1961 proclaiming land to be a Mine Subsidence District.

Bushfire Land

The land is not bushfire prone land.

Threatened Species

The Director General with responsibility for the Threatened Species Conservation Act 1995 has not advised Council that the land includes or comprises a critical habitat.

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

**This does not constitute a Complying Development Certificate under section
85 of the EP&A Act**

This information only addresses matters raised in **Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

It is your responsibility to ensure that you comply with the general requirements of the State Environmental Planning Policy (Exempt and Complying Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of State Environmental Planning Policy (Exempt and Complying Codes) 2008 is invalid.



General Housing Code

Complying Development pursuant to the General Housing Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3)** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development pursuant to the General Housing Code **may** be carried out on the land under **Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Rural Housing Code

Complying Development pursuant to the Rural Housing Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3)** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development pursuant to the Rural Housing Code **may** be carried out on the land under **Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Alterations Code

Complying Development pursuant to the Housing Alterations Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3)** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development pursuant to the Housing Alterations Code **may** be carried out on the land under **Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

General Development Code

Complying Development pursuant to the General Development Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1) (c3)** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development pursuant to the General Development Code **may** be carried out on the land under **Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Demolition Code

Complying Development pursuant to the Demolition Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3)** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development pursuant to the Demolition Code **may** be carried out on the land under **Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.



Commercial and Industrial (New Buildings and Additions) Code

Complying Development pursuant to the Commercial and Industrial (New Buildings and Additions) Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3)** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development pursuant to the Commercial and Industrial (New Buildings and Additions) Code **may** be carried out on the land under **Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

General Commercial and Industrial (Alterations) Code

Complying Development pursuant to the General Commercial and Industrial (Alterations) Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3)** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development pursuant to the General Commercial and Industrial (Alterations) Code **may** be carried out on the land under **Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Subdivision Code

Complying Development pursuant to the Subdivision Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3)** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development pursuant to the Subdivision Code **may** be carried out on the land under **Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Fire Safety Code

Complying Development pursuant to the Fire Safety Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3)** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development pursuant to the Fire Safety Code **may** be carried out on the land under **Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

SPECIAL NOTES

The land is identified as Class 5 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2011.



Applicants for Sections 149 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

ANNEXURE "B1"

Issued pursuant to Section 149 of the Environmental Planning and Assessment Act 1979. Note: The following information is supplied in respect of Section 149 and embodies the requirements of Department of Planning Circular No. A2 dated 17 March 1989 and the Ministerial Notification dated 15 December 1986.

- STATE ENVIRONMENTAL PLANNING POLICY NO.1 - Development Standards
- STATE ENVIRONMENTAL PLANNING POLICY NO.19 - Bushland in Urban Areas
- STATE ENVIRONMENTAL PLANNING POLICY NO.21 – Caravan Parks
- STATE ENVIRONMENTAL PLANNING POLICY NO.33 - Hazardous and Offensive Development
- STATE ENVIRONMENTAL PLANNING POLICY NO.55 - Remediation of Land
- STATE ENVIRONMENTAL PLANNING POLICY NO.64 - Advertising and Signage
- STATE ENVIRONMENTAL PLANNING POLICY NO.65 – Design Quality of Residential Flat Development.
- STATE ENVIRONMENTAL PLANNING POLICY NO.70 – Affordable Housing (Revised Schemes)
- STATE ENVIRONMENTAL PLANNING POLICY – (Housing for Seniors or People with a Disability) 2004
- STATE ENVIRONMENTAL PLANNING POLICY – (Building Sustainability Index: BASIX) 2004
- STATE ENVIRONMENTAL PLANNING POLICY – (State Significant Precincts) 2005
- STATE ENVIRONMENTAL PLANNING POLICY – (Mining, Petroleum Production and Extractive Industries) 2007
- STATE ENVIRONMENTAL PLANNING POLICY – (Temporary Structures) 2007
- STATE ENVIRONMENTAL PLANNING POLICY (Infrastructure) 2007
- STATE ENVIRONMENTAL PLANNING POLICY (Exempt and Complying Development Codes) 2008
- STATE ENVIRONMENTAL PLANNING POLICY (Affordable Rental Housing) 2009
- SYDNEY REGIONAL ENVIRONMENTAL PLAN NO.9 (No.2) - Extractive Industries
- SYDNEY REGIONAL ENVIRONMENTAL PLAN NO.24 - Homebush Bay Area
- SYDNEY REGIONAL ENVIRONMENTAL PLAN – (Sydney Harbour Catchment) 2005
- DRAFT STATE ENVIRONMENTAL PLANNING POLICY (Educational Establishments and Child Care Facilities)



N.B. All enquiries as to the application of Draft, State and Regional Environmental Planning Policies should be directed to The Department of Planning and Infrastructure – 23-33 Bridge Street Sydney NSW 2000.

Greg Dyer
Interim General Manager

per

A handwritten signature in black ink, appearing to read 'M. Dyer', with a dashed line extending from the end of the signature towards the date.

dated 20 April 2017

"B"

SEWERAGE SERVICE DIAGRAM

M.W.S. & C.B.

MUNICIPALITY OF Paramatta
 SUBURB OF Rosehill

Copy of Diagram No. 187864

DENOON

- Manhole
- Chr. Chamber
- L.H. Lamphole
- ⊠ Boundary Trap
- ⊙ Inspection Shaft
- Pit
- ⊞ Grease Interceptor

- SYMBOLS AND ABBREVIATIONS**
- ⊠ Gully
 - ⊠ P P Trap
 - R Reflux Valve
 - ⊙ Cleaning Eye
 - Vert Vertical Pipe
 - V Vent Pipe
 - SV Soil Vent Pipe
 - WS Waste Stack
 - IP Induct Pipe
 - MF Mica Flap
 - T Tubs
 - K Kitchen Sink
 - W Water Closet
 - B Bath Waste

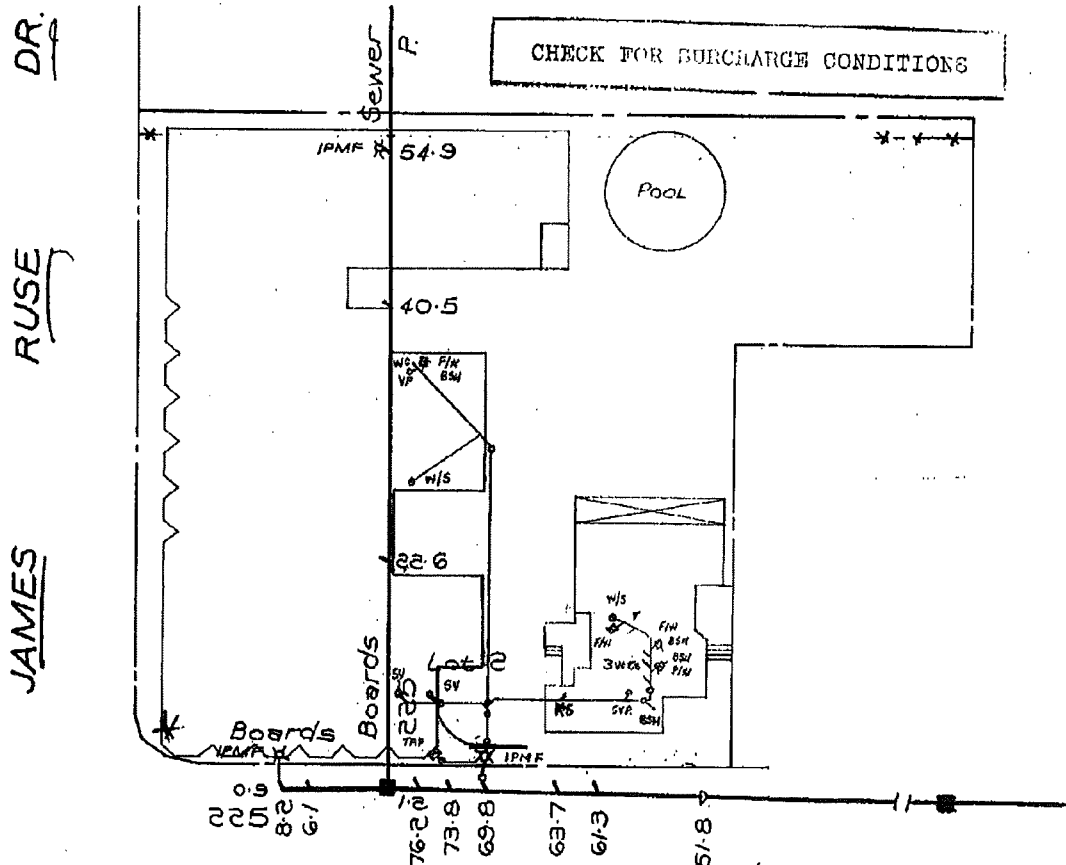
- H Handbasin
- S Shower
- Jn. Junction
- DW. Dishwasher
- F Floor Waste
- M Washing Machine
- BS Bar Sink

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3).

The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.



#206-

HOPE

	DRAINAGE	Scale: Approx. 1:500 Distances/depths in metres & diameters in millimetres	PLUMBING
	W.s <u>10</u> Ur.s SHEET No. <u>1658</u> Tracing Checked by	Date <u>13 JUN 1997</u> by <u>tal</u> Inenbe. Boundan	Supervised by Date <u>22/12/87</u>

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

28 April 2017

InfoTrack Pty Limited

Your Reference: **30313**

Building Over/ Adjacent a Sydney Water Asset Letter

Property: 8 Hope St, Rosehill 2142
Application no: 9602547

Dear Sir/Madam,

Sydney Water's records show that a **unit development** on the above property was built **over/adjacent** to its **sewer main** with our approval and apparently in accordance with the conditions of that approval.

Sydney Water advises that under the State Records Act it is required to maintain records relating to building over/adjacent to Sydney Water assets for a maximum of twenty-five (25) years.

Yours sincerely

Customer Connections
Business Customer Services

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations and recorded as the owner of the property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?
 - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. In relation to any swimming pool on the property or the parcel:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

25. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.