

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 87234113	NSW DAN:
vendor's agent	Grays Real Estate Australia Pty Ltd Level 4 , 601 Pacific Hwy ST LEONARDS NSW 2065		Phone: 0458002138 Fax:
co-agent			Ref: Brett Garnett
vendor	ANGELO ANDREW MYLONAS, LYNETTE MARTHA MYLONAS ATF MYLONAS SUPERANNUATION FUND 1 Murrumbooe Place TASCOTT NSW 2250		
vendor's solicitor	ANGELO ANDREW MYLONAS 1 Murrumbooe Place Tascott NSW 2250		Phone: 0418 246 349 Fax: Ref: A.Mylonas
date for completion	35 days after the contract date	(clause 15)	Email: andrew@homeworldconveyancing.com.au
land	6/78 PACIFIC HWY SWANSEA NSW 2281 (Address, plan details and title reference)		
	LOT 6 IN STRATA PLAN 41286 6/SP41286		
	<input type="checkbox"/> VACANT POSSESSION	<input checked="" type="checkbox"/> Subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Retail shop.		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Sink
exclusions	
purchaser	
purchaser's solicitor	Level Phone: 4951 8199 Fax: Ref: Ben Email: bohearn@ohlaw.com.au (10% of the price, unless otherwise stated)
price	\$
deposit	\$
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent WITHOUT THE INTERVENTION OF AN AGENT

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier’s name:

Supplier’s ABN:

Supplier’s GST branch number (if applicable):

Supplier’s business address:

Supplier’s email address:

Supplier’s phone number:

Supplier’s proportion of *GSTRW payment*: \$

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input 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"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input checked="" type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

SELF MANAGED by all proprietors

andrew@homeworldconveyancing.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

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

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

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

SECTION 66W CERTIFICATE

I,
of , Level , certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 6/78 PACIFIC HWY SWANSEA NSW 2281 from ANGELO ANDREW MYLONAS, LYNETTE MARTHA MYLONAS ATF MYLONAS SUPERANNUATION FUND to in order that there is no cooling off period in relation to that contract;
3. I do not act for ANGELO ANDREW MYLONAS, LYNETTE MARTHA MYLONAS ATF MYLONAS SUPERANNUATION FUND and am not employed in the legal practice of a solicitor acting for ANGELO ANDREW MYLONAS, LYNETTE MARTHA MYLONAS ATF MYLONAS SUPERANNUATION FUND nor am I a member or employee of a firm of which a solicitor acting for ANGELO ANDREW MYLONAS, LYNETTE MARTHA MYLONAS ATF MYLONAS SUPERANNUATION FUND is a member or employee; and
4. I have explained to :

- Date:
- (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.



FOLIO: 6/SP41286

SEARCH DATE	TIME	EDITION NO	DATE
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3/9/2021	9:52 AM	4	28/12/2016

LAND

LOT 6 IN STRATA PLAN 41286
AT SWANSEA
LOCAL GOVERNMENT AREA LAKE MACQUARIE

FIRST SCHEDULE

ANGELO ANDREW MYLONAS
LYNETTE MARTHA MYLONAS
AS JOINT TENANTS (T 9810091)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP41286
2 AM2233 LEASE TO ANGELO ANDREW MYLONAS & LYNETTE MARTHA
MYLONAS EXPIRES: 1/7/2021.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP41286

SEARCH DATE	TIME	EDITION NO	DATE
3/9/2021	9:52 AM	2	29/9/2006

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 41286
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SWANSEA
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF WALLARAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SHEET 1 SP41286

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 41286
ADDRESS FOR SERVICE OF DOCUMENTS:
78 PACIFIC HIGHWAY
SWANSEA 2281

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- * 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA SCHEMES MANAGEMENT REGULATION 2016
- 3 AC635570 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 41286

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 10	3	- 10	4	- 10
5	- 10	6	- 50				

NOTATIONS

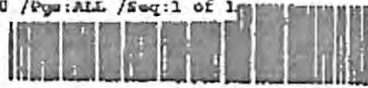
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

CHANGE OF BY-LAW

New South Wales

Real Property Act 1999



AC635570M

PRIVACY NOTE: Section 31B of the Real Property Act 1999 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** For the common property
 CP/SP 41286

(B) LOGGED BY	Document Collection Box	Name, Address or DX and Telephone SNOWPET PTY LTD SUITE 2/1003 PACIFIC HWY, PYMBLE 2073 PH 9144 2483	CODE CB
		Reference:	

(C) The Owners-Strata Plan No. 41286 certify that pursuant to a resolution passed on 07 March 2006 and in accordance with the provisions of Section No. 48(2) of the Strata Schemes Management Act 1996

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

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. 1

Amended by-law No. NOT APPLICABLE

as fully set out below:

Pursuant to a special resolution of the owners corporation held on 7th March 2006, all the lot owners unanimously agree that no levies are payable, however each owner shall be responsible to pay for repairs and maintenance to the common property and pay for the building insurance proportionately to the unit entitlement they hold when required and in all other respects each lot owner shall do their own repairs and maintenance to their respective lots, provided it is not common property and pay for it solely.



(F) The common seal of the Owners-Strata Plan No. 41286 was affixed on 20 October 2006 in the presence of—

Signature(s):

Name(s): ANDREW MYLONAS

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

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

I certify that

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

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:



COUNCIL'S CERTIFICATE

The Council of the City of ~~Adelaide~~ **Lake Macquarie** having satisfied itself that the requirements of the Strata Title Act 1973 (former name the requirements for the registration of plans) have been complied with, registers the plan.

Date **2nd APRIL 1992**
 Subdivision No. **V/5657/0078**

Complete, or date if incomplete

[Signature]
 City Clerk

SURVEYOR'S CERTIFICATE

MICHAEL ANTHONY TAYLOR
ASQUITH & de WITT Pty. Ltd.

- (1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan or a boundary of a proposed lot, street;
 - (2) any floor or ceiling, the upper or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, street;
 - (3) any wall, floor, ceiling or structural cube-space, by reference to any floor plan is defined, street;
 - (4) any building containing proposed lots erected on the land shown shown on the accompanying floor plan or any part of the perimeter of the parcel, subject to subparagraphs (a) and (b) -
 - (a) *[unclear]*
 - (b) *[unclear]*
- (5) The survey information recorded in the accompanying location plan is **Michael Taylor**
 Signature: **3-2-92**
 Date: **3-2-92**
 * Delete if inapplicable
 * State whether dealing or plan, and quote registered number:
 This is sheet 1 of my plan in 3 sheets.

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

As Mortgages Under Mortgage Dated 27-3-90, Registered No. Y946233
 WESTPAC BANKING CORPORATION HEREBY CONVEYS TO THE WINNING BIDDERS OR SUBDIVISION.

Signed Sealed and Delivered for and on behalf of WESTPAC BANKING CORPORATION
 by **Roy Edward Norman**
 his duly constituted Attorney who is personally known to me

WESTPAC BANKING CORPORATION ARBN 007 457 444
 by its Attorney
 who hereby states that at the time of executing this instrument no notice of revocation has been received of the Power of Attorney registered in the office of the Registrar General No. 274 Book 3733 under the authority of which this instrument has been executed.

[Signature]
BELMONT

- * Branch: *[unclear]*
- * Manager: *[unclear]*
- * Deputy Manager: *[unclear]*
- * Director (Operational): *[unclear]*
- * Director (Financial): *[unclear]*
- * Director (Marketing): *[unclear]*
- * Director (Customer Services): *[unclear]*
- * Director (Legal): *[unclear]*
- * Director (Information Systems): *[unclear]*
- * Director (Human Resources): *[unclear]*
- * Director (Public Relations): *[unclear]*
- * Director (Special Services): *[unclear]*
- * Director (General): *[unclear]*



[Signature]
Secretary

[Signature]
Secretary

THIS PLAN CONTAINS A DEVELOPMENT STATEMENT IN 2 PARTS. (PART 1-3 SHEETS, PART 2-3 SHEETS)

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

PLAN OF SUBDIVISION OF LOT 7 DP 5669

Mar/Shire : LAKE MACQUARIE Locality : SWANSEA

Parish : WALLARAH County : NORTHUMBERLAND

Reduction Ratio 1: 400 Lengths are in metres

Name of, and *address for service of notices on, the body corporate
 *Address required on original strata plan only.
 The Proprietors
 Strata Plan No 41286
 78 Pacific Highway
 Swansea. 2281

STRATA PLAN 41286

Registered 6.5.1992

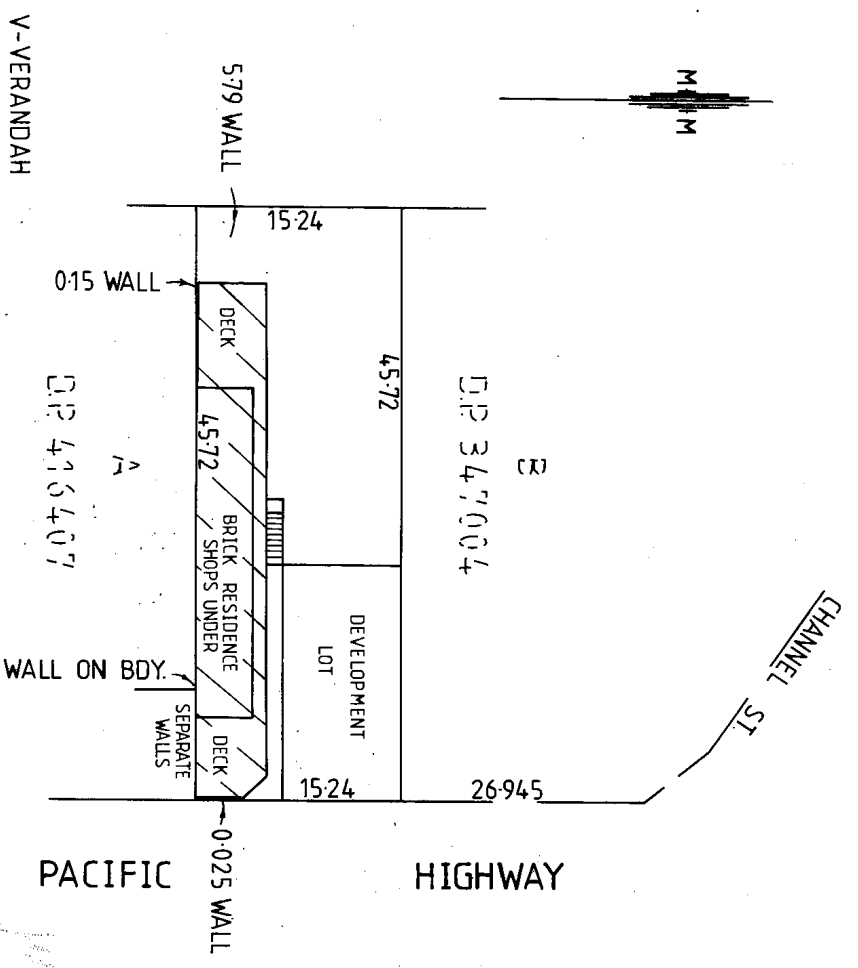
C.A. No 15657/0078 OF 24.1992

Purpose: STRATA PLAN

Ref. Map: U5435-54

Last Plan: DP 5669

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Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

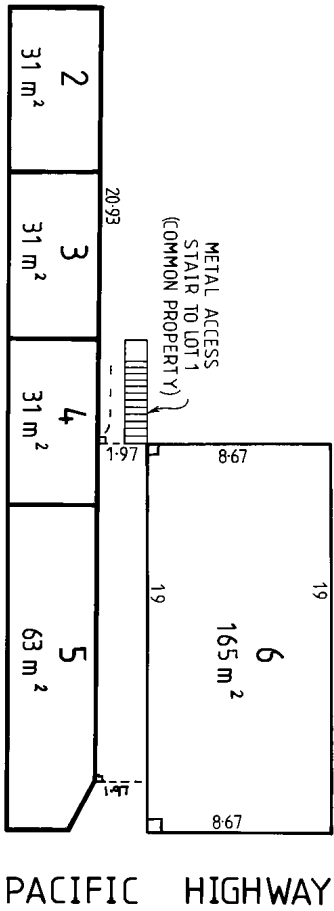
SURVEYOR'S REFERENCE: 22224

STRATA PLAN 41286

└ - DENOTES RIGHT ANGLE.



NOTE: - ALL AREAS ARE APPROXIMATE.
 - THE STRATUM OF LOT 6 EXTENDS FROM 1m BELOW TO 9m ABOVE THE UPPER SURFACE LEVEL OF THE CONCRETE FLOOR LEVEL OF LOT 5.



GROUND FLOOR

Unit	Schedule Of Unit Entitlement U.E.
1	10
2	10
3	10
4	10
5	10
6	50
Aggregate	100

Reduction Ratio 1 : 250

Lengths are in metres

Michael Taylor
 Registered Surveyor

Michael
 Council Clerk

SURVEYOR'S REFERENCE: 22224

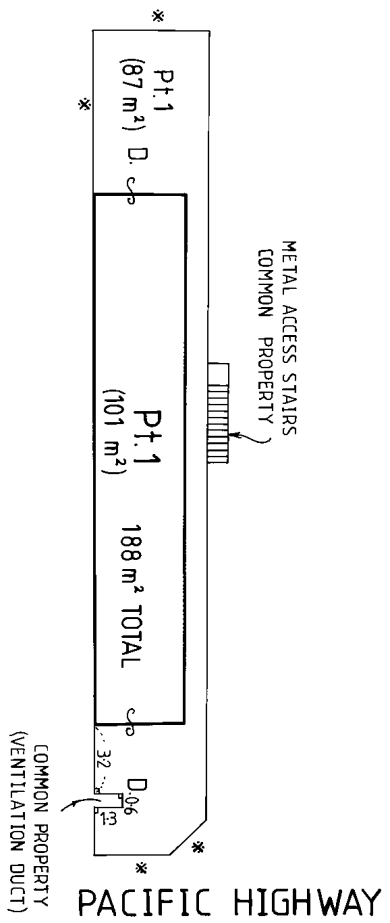
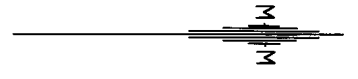


D-DECK

NOTE: - ALL AREAS ARE APPROXIMATE.

- DECK AREAS ARE LIMITED IN HEIGHT TO 3m ABOVE THE FLOOR LEVEL OF THE ADJACENT UNIT EXCEPT WHERE COVERED

* - OUTER FACE OF LOW BRICK WALL



1ST FLOOR

PLAN

Reduction Ratio 1 : 250

Lengths are in metres

Michael Taylor
Registered Surveyor

Michael Taylor
Council Clerk



CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Records means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

52. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

- 52.1 The principal's reserve price must be in writing to the auctioneer before the auction commences.
- 52.2 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
- 52.3 The highest bidder is the Purchaser, subject to any reserve price.
- 52.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 52.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- 52.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- 52.7 A bid cannot be made or accepted after the fall of the hammer.
- 52.8 As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

53. The following conditions, in addition to those prescribed by Clause 52, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- 53.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 53.2 Subject to subclause 52.1, the auctioneer may make only one Vendor bid at an auction for the sale of residential property or rural land and no other Vendor bid may be made by the auctioneer or any other person.
- 53.2 Immediately before making a Vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "Vendor bid".

54. The following conditions, in addition to those prescribed by Clause 52 and Clause 53, are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator.

- 54.1 More than one Vendor bid may be made to purchase the interest of a co-owner.
- 54.2 A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- 54.3 Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- 54.4 Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator.

55. The following condition, in addition to those prescribed by Clause 52, is prescribed as applicable to and in respect of the sale by auction of livestock:

- 55.1 The Purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the Vendor the full amount of the purchase price:
- 55.2 If that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- 55.3 If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,
- 55.4 Unless some other time for payment is specified in a written agreement between the Purchaser and the agent or the Purchaser and the Vendor made before the fall of the hammer.

ADDITIONAL CLAUSES

These additional clauses form part of the Contract for Sale

BETWEEN:

(as Vendor)

AND:

(as Purchaser)

32 Standard Form Contract

32.1 Amendments to Printed Form

The printed clauses of the standard form contract are amended as follows:—

32.1.1 at clause 2.9:

Replace the words "If each party tells the deposit holder that the deposit is to be invested" with "The deposit is to be invested."

~~32.1.2 new clause 4.5 is inserted:~~

~~"4.5 The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor."~~

32.1.3 at clauses 10.1.8 and 10.1.9: replace each occurrence of the word "substance" with the word "existence".

32.1.4 clause 14.4.2 is deleted;

~~32.1.5 clause 14.8 is deleted;~~

32.1.6 at clause 16.5 delete the words "plus another 20% of that fee";

32.1.7 at clause 16.6 replace the word "if" with "if at least 7 days before the date for completion,"

~~32.1.8 clause 16.8 is deleted;~~

~~32.1.9 clause 16.2 is replaced with "Completion shall take place at any address nominated by the vendor's solicitor."~~

~~32.1.10 insert new clause 19.3:~~

~~"19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty~~

32.1.11 at clause 20.6.5 insert the words "or by email" after the words "by fax."

32.1.12 insert new clause 20.16--

"20.16 In this contract 20.16.1 *in writing* includes any communication sent by letter, facsimile transmission or email."

32.2 Interpretation

If there is any inconsistency between these additional provisions and the provisions of the contract for sale and purchase of land – 2016 edition, these additional provisions shall prevail.

33 Notice to Complete

33.1 Issue of a notice to complete

If either party fails to complete this contract within the time specified, the other party--

32.1.1 shall be entitled to serve a notice to complete;

32.1.2 may at any time serve a notice requiring completion fourteen (14) days from the date of service of that notice; and

32.1.3 reserves the right to withdraw the notice and to issue further notices to complete.

33.2 Period and time

For the purpose of Clause 15:--

33.2.1 a period of fourteen (14) days after the date of service of a notice to complete is a reasonable period to allow for completion; and

33.2.2 any time between 10.25 am and 3.35 pm on the day required for completion is a reasonable time for the vendor to require completion.

33.3 Costs on Notice to Complete

If the vendor is the party who becomes entitled to and does issue a notice to complete, the purchaser agrees to pay to the vendor on completion the sum of \$330.00 being the vendor's legal costs in connection with the issue of a notice to complete.

34 Payment of interest for delayed completion

34.1 Failure to complete by the purchaser

34.1.1 If by reason of the default of the purchaser completion does not take place on or before the date for completion, then--

(a) the purchaser must pay on completion interest on the balance of the purchase price at the rate of 8% per annum calculated daily from and including the date for completion to but excluding the actual day of completion; and

(b) the vendor is not obliged to complete unless that interest is paid.

34.1.2 Interest payable pursuant to this clause is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete in accordance with this contract.

34.1.3 The right to interest does not limit any other rights the vendor may have as a result of the purchaser's failure to complete in accordance with this contract.

34.2 Postponed date for completion

34.2.1 If completion does not take place on or before the date for completion due to the fault of the vendor, the vendor must give the purchaser three (3) business days notice of the date when the vendor will be ready to complete this contract (the postponed date for completion).

34.2.2 If completion does not take place by the postponed date for completion and the vendor is not at fault:

(a) the purchaser must pay interest on the unpaid balance of the price at the rate of 8% per annum calculated daily from and including the postponed date for completion to but excluding the actual day of completion; and

(b) the provisions of clause 34.1.2 to 34.1.3 shall apply.

35 Present condition, location and state of repair

35.1 The purchaser acknowledges that it is purchasing the property:

35.1.1 in its existing state of repair and condition as at the date of this contract,

35.1.2 as a result of its own inspections and enquiries

35.1.3 subject to the nature, location and condition of all existing water, sewerage, drainage, plumbing, services and connections in respect of the property;

35.1.4 subject any infestations and dilapidation; and

35.1.5 subject to any latent and patent defect in the property;

35.1.6 subject to the *Home Building Act 1989*; and

35.1.7 subject to any disclosed non compliance with the *Local Government Act*.

36 Purchaser's Warranties and Acknowledgements

36.1 Warranties

The purchaser represents and warrants that the purchaser:

36.1.1 has not relied on any representation or warranty by the vendor or the vendor's

agent or co-agent:

- (a) in respect of the property or the property's services apart from the information disclosed in this contract; and
- (b) the potential or present use or development of the property;

36.1.2 shall not require the vendor to perform any work to the property or the property's services after the date of this contract, unless the nature of the work is specified in this contract; and

36.1.3 will not require the vendor to contribute to the cost of erecting any fence between the land and any adjoining land owned by the vendor after completion.

36.2 Acknowledgements

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 36.

37 Real Estate Agent

37.1 Vendor's warranty

The vendor warrants that the vendor has not entered an exclusive agency agreement with any real estate agent other than the vendor's agent, if any.

37.2 Purchaser's warranty

37.3 The purchaser warrants that the purchaser:

37.3.1 was not introduced to the vendor or the property by a real estate agent, an employee of a real estate agent, or any other person having a connection with a real estate agent who may be entitled to commission as a result of this sale other than the vendor's agent, if any; and

37.3.2 understands the vendor may be sued by a real estate agent for commission if the purchaser was introduced to the vendor or the property by any real estate agent other than the vendor's agent, if any.

37.4 Indemnity

37.4.1 The purchaser hereby agrees to indemnify and keep the vendor indemnified from and against any claim for commission made by a real estate agent other than the vendor's agent (if any) by which that real estate agent claims to have introduced the purchaser to the vendor or the property.

37.4.2 This indemnity includes the vendor's reasonable costs and expenses in opposing such a claim and defending any proceedings commenced against the vendor in connection with such a claim.

37.4.3 This indemnity shall continue after completion.

38 Capacity

38.1 Death

38.1.1 If the purchaser, or one of the purchasers dies before this contract is completed, either party can rescind.

38.1.2 If the vendor, or one of the vendors dies before this contract is completed, either party can rescind.

38.2 Mental incapacity

38.2.1 If the purchaser, or one of the purchasers becomes incapable of completing this contract by reason of a mental illness or disorder, the vendor can rescind.

38.2.2 If the vendor, or one of the vendors becomes incapable of completing this contract by reason of a mental illness or disorder, the purchaser can rescind.

38.3 Insolvency

If the purchaser or one of the purchasers is a corporation, the vendor may serve a notice terminating this contract at any time after:

38.3.1 a liquidator, provisional liquidator, receiver, controller or administrator is appointed with respect to the purchaser or one of the purchasers;

38.3.2 a summons is presented for the winding-up of the purchaser or one of the purchasers;

38.3.3 the purchaser or one of the purchasers enters into a scheme of arrangement with its creditors under the Corporations Act 2001.

39 Deposit

39.1 Payment of deposit in instalments

39.1.1 If the vendor agrees to accept on the date of this contract an amount that is less than the 10% deposit as part payment of the deposit, then the deposit must be paid by the following instalments and this time is essential:

(a) an amount of \$[] on the date of the contract; and

(b) an amount of \$[] to be paid by the purchaser on the completion date as soon as possible as an earnest that the full price will be paid.

39.1.2 For the purposes of clause 9 of this contract, the deposit is taken to be 10% of the price noted on the front page of the contract, notwithstanding that it is paid in instalments.

39.1.3 Upon default by the purchaser of this contract which entitles the vendor to exercise the rights conferred by clause 9:

- (a) the vendor will be entitled to recover the balance of the unpaid deposit; and
- (b) the purchaser acknowledges and agrees that the balance of the unpaid deposit is a genuine pre-estimate of the damages that the vendor will suffer from the loss of this contract.

39.1.4 The rights given to the vendor under this clause will be in addition to all other rights conferred on the vendor by clause 9.

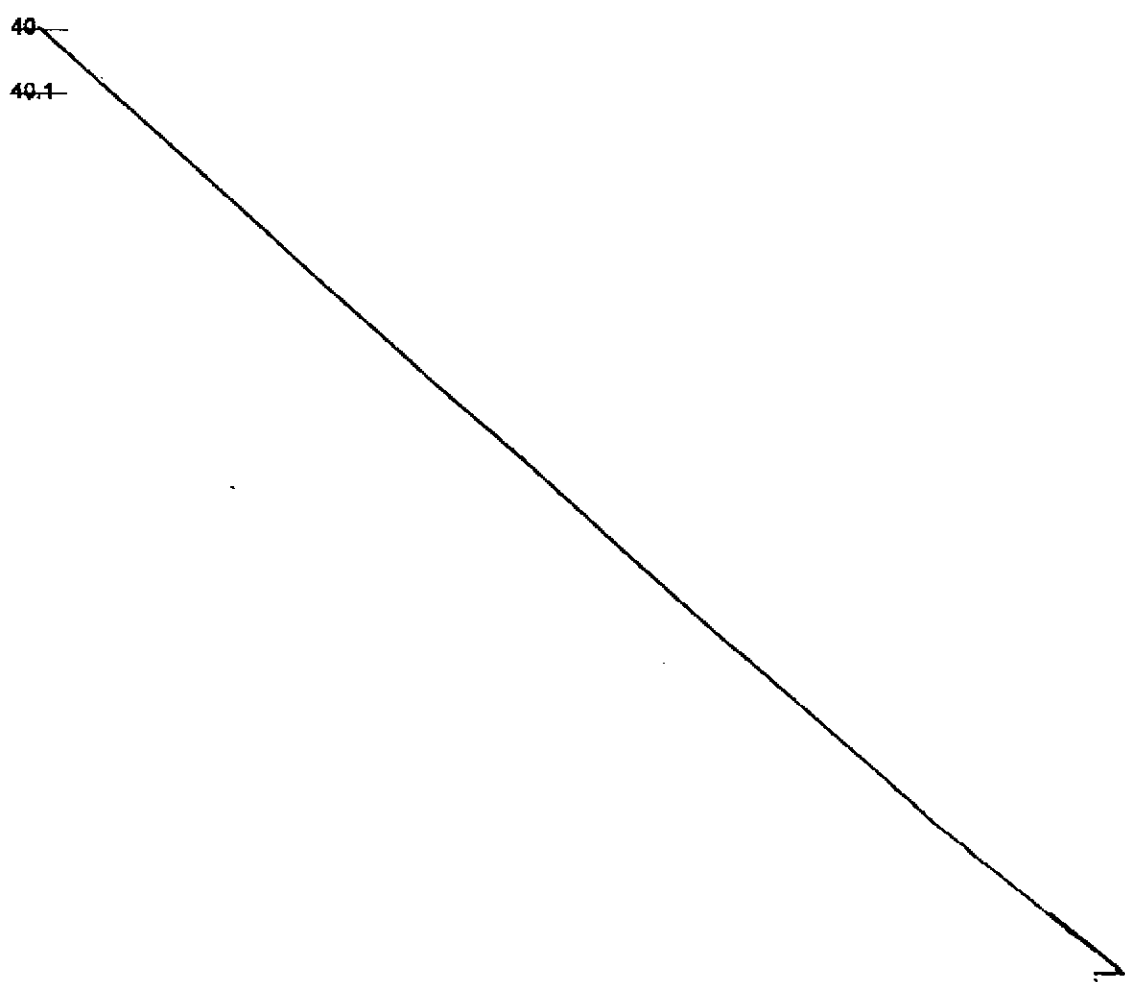
39.2 Deposit payable during cooling off period

39.2.1 If a cooling off period applies to this contract, the purchaser may pay the deposit in 2 instalments as follows:

- (a) on or before the date of this contract 0.25% of the agreed purchase price; and
- (b) in the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

~~40~~

~~40.1~~



~~40.2~~

~~41~~ **~~Owners Corporation~~**

~~41.1.1 The vendor discloses that the owners corporation has not:~~

- ~~(a) prepared and maintained a strata roll; and~~
- ~~(b) established administrative and sinking funds pursuant to the *Strata Schemes Management Act 1996*~~

~~41.1.2 For the purposes of this clause, clauses 23.6 to 23.14 of the standard printed contract are deleted.~~

~~41.1.3 The purchaser cannot make an objection, requisition, claim for compensation or exercise any right to rescind or terminate this contract or seek to delay completion in respect of this clause 41~~

42 Foreign purchaser

The purchaser warrants that the purchaser is:-

- 42.1.1 not a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975*; or
- 42.1.2 a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975* and that the Treasurer of the Commonwealth of Australia has advised in writing that the Treasurer has no objection to the acquisition of the property by the purchaser

43 Purchaser Trustee

43.1 If the purchaser is a trustee of a Trust, the purchaser warrants:

- 43.1.1 the purchaser is the only trustee of the Trust;
- 43.1.2 no action has been taken or is proposed to remove the purchaser as trustee of the Trust;
- 43.1.3 the purchaser has power under the Trust Deed to enter into and observe the purchaser's obligations under this contract and the purchaser has entered into this contract in the purchaser's capacity as trustee of the Trust and for the benefit of the beneficiaries of the Trust;
- 43.1.4 the purchaser has a right to be fully indemnified out of the Trust Fund in respect of obligations incurred by the purchaser under this contract;
- 43.1.5 the Trust Fund is sufficient to satisfy the respective rights of indemnity and all other obligations in respect of which the purchaser has a right to be indemnified out of the Trust Fund;
- 43.1.6 the purchaser is not in default under the Trust Deed;
- 43.1.7 no action has been taken or is proposed to terminate the Trust; and
- 43.1.8 the purchaser and, if the purchaser is a corporation, the purchaser's directors and other officers have complied with their obligations in connection with the Trust.

44 Corporate Purchaser

44.1 Warranty by corporate purchaser

If the purchaser is a company, the person/s who sign for and on behalf of the company warrant to the vendor that—

- 44.1.1 they have the authority to do so;
- 44.1.2 the company is bound by this contract; and
- 44.1.3 the company will comply with the provisions of the contract.

44.2 Guarantee by corporate purchaser

44.3 The word *guarantor* means each director of the purchaser as at the date of this contract.

44.4 In consideration of the vendor entering into this contract at the guarantor's request, as is evidenced by the guarantor's execution, the guarantor guarantees to the vendor

- 44.4.1 the performance of the purchaser's obligations under the contract; and

- 44.4.2 payment of all money payable by the purchaser under the contract.
- 44.5 The guarantor:
- 44.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising as a result of any breach or default by the purchaser of its obligations under the contract;
- 44.5.2 must pay on demand any money due to the vendor under this indemnity; and
- 44.5.3 is jointly and separately liable with the purchaser to the vendor for the performance by the purchaser of its obligations under this contract and any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 44.5.4 The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor.
- 44.6 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 44.7 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 44.8 This guarantee is binding on the guarantor, its executors, administrators and assigns of the guarantor.
- 44.9 This clause is an essential term of this contract.

SIGNED by _____)
 the guarantor in the presence of: _____)

 Signature of Witness

 Signature

 Print Name of Witness

45 Tenancy

45.1 Property is sold subject to tenancy

45.1.1 The purchaser acknowledges that:

- (a) the property is sold subject to a tenancy (Tenancy) and that the copy of the existing lease agreement in relation to the Tenancy is annexed to this contract (Tenancy Document)
- (b) it examined the Tenancy Document before entering into the contract;
- (c) the property is sold subject to the entitlement of the tenant to remove its fixtures in accordance with provisions contained in the Tenancy Document; and
- (d) the vendor makes no representation or warranty as to what, if any, fixtures and fittings are the property of the vendor and what, if any, fixtures and fittings are the property of any tenant.

45.1.2 Up to and including the date for completion, the vendor agrees to comply with its obligations as landlord under the Tenancy Document in respect of the tenancy and under any new tenancy granted to tenants after the date of this contract.

45.2 The vendor does not represent or warrant that the Tenancy:

- 45.2.1 is valid or enforceable;
- 45.2.2 complies with the relevant law governing tenancies;
- 45.2.3 will be in force at completion; or
- 45.2.4 will not be in default on or prior to completion.

45.3 Claims by the vendor in respect of the Tenancy

45.3.1 The vendor shall be entitled to recover from and to institute legal proceedings against the tenant after completion in respect of rent payable by the tenant up to completion.

45.3.2 The debts due from tenant to the vendor in respect of rent payments which are payable before completion are not included in this sale and shall not vest in the purchaser on completion.

45.3.3 If required by the vendor, before or after completion, the purchaser will execute assignments of those debts to the vendor.

45.4 The provisions of this clause do not merge on completion.

46. In the event that settlement does not take place at the schedule time, or does not take place at a pre arranged time on that same day, due to the fault of the purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the purchaser on completion of this contract, the purchaser must pay an additional \$300.00 plus gst on settlement to cover legal costs and other expenses incurred as a result of the delay. The parties agree that the \$300+gst is an essential term of this contract and must be paid together with the balance of purchase price on completion.
47. Each party authorises their solicitor or conveyancer or employee of the solicitor or conveyancer to make alterations and additions to this contract.
- 48. REQUISITIONS**
The purchaser is deemed to have made the attached requisitions on title pursuant to clause 5 and the vendor is deemed to have made the attached replies. Nothing in this clause prevents the Vendor from amending the replies prior to completion. The purchaser acknowledges that the vendor shall not be under any obligation to answer any requisition on title the substance of which are already contained in the said requisitions. The purchaser may if they wish make their own requisitions on title in lieu of the attached ones
- 49. LATE TRANSFER**
The purchaser hereby agrees that in the event the transfer is not received by the Vendors conveyancer at least 14 days prior to the settlement date an amount of \$200+gst shall be paid by the purchaser on completion to the Vendors conveyancer to cover additional urgency fee and any other work whatsoever involved to get the transfer executed by the Vendor.
The parties agree that the \$200+gst is an essential term of this contract and must be paid together with the purchase price on completion.
- 50. EFFECT OF THIS CONTRACT AFTER COMPLETION**
Clauses in this contract which are intended to have effect after Completion Date shall continue to have force and effect to the full intent and purpose of the clauses notwithstanding the completion of this contract and in particular any error in calculations to be adjusted and paid after settlement and this clause shall not merge on completion.
- 51. PURCHASERS WARRANTY – FINANCE**
The Purchaser warrants that;
50.1 Where purchaser does not require finance;
The purchaser confirms and warrants to the vendor that credit is not required to pay for the property, the subject of this contract or
50.2 Where the purchaser requires finance ;
The purchaser confirms and warrants to the vendor that the Purchaser has at the date hereof obtained approval for the credit to finance the purchase of the property the subject of this contract on terms which are reasonable to the Purchaser.
The Purchaser acknowledges that as a consequence of the disclosure made in clause 51(a) this contract cannot be subject to termination pursuant to Section 124 of the consumer Credit (New South Wales) Act 1995.
- 52. PURCHASER ON OCCUPATION**
The risk in the property passes to the purchaser on occupation and all adjustments under Clause 14 of the contract shall be calculated and adjusted on the date of first entry into occupation. "Occupation" in this clause means any entry of the purchaser, his family or his agent, whether with or without permission or consent of the Vendor, into the subject property other than authorised pre-completion inspection or authorised by the Vendor.
- 53. SURVEY REPORT AND BUILDING CERTIFICATE**
If this contract contains a copy of survey and /or building certificate on the property, no objection, requisition or claim shall be made by the purchaser nor shall the purchaser be entitled to rescind this contract in respect of any matters disclosed in the report and/or certificate.
The Vendor does not warrant:
47.1 The accuracy or completeness of the report/certificate.
47.2 That the report is a correct representation of the improvement now upon the property.
The Vendor is not obliged to produce the original survey report and/or building certificate on Completion.

54. DEPOSIT BOND/BANK GUARANTEE

This Special Clause applies if the Purchaser provided a deposit bond or guarantee for the deposit or part of the deposit. The Vendor may accept a deposit bond or guarantee issued by an institution approved by the Vendor to cover the 10% deposit required to be paid under this Contract, provided that the Purchaser pays to the vendor interest on the outstanding 10% deposit at the rate of 8% per annum. Such interest is to be calculated from the date of exchange to the end of completion upon which the 10% deposit and such interest must be paid to the Vendor upon completion. The terms and conditions attached by the issuing institution to any such bond or guarantee shall be deemed to be incorporated in this contract and in the event of any conflicts the terms and conditions of the institution will prevail. Upon the deposit becoming accountable or forfeited the Vendor shall be entitled to demand payment from the institution in accordance with the provisions of the bond or guarantee.

If the bond or guarantee, have an expiry date, the expiry date must be no more earlier than 6 months from the date of completion. If completion has not taken place by that time, the purchaser must promptly serve a replacement bond or guarantee on the same terms and conditions as the original bond or guarantee except that the bond or guarantee must expire at least another 6 months after the previous expiry date. The obligations of the purchaser under this special condition are essential.

55. RELEASE OF DEPOSIT

- a. The purchaser agrees that the deposit can be released to the vendor after exchange of this contract provided that it is to be applied as a deposit towards the purchase of another property by the Vendor and/or towards the payment of stamp duty on any contract in any such purchase. The vendor shall provide the Purchaser a copy of the contract of sale of land to furnish sufficient details of the property proposed to be purchased and the parties thereto.

56. PARTICULARS OF TITLE

The Purchaser acknowledges that the particulars of title disclosed in the particulars of this Contract are sufficient to enable the Purchaser to prepare the transfer and the written statement of the Vendors title as referred to herein shall be deemed to have been served on the Purchaser as at the date of this contract.

57. REDUCED DEPOSIT

Notwithstanding the amount shown herein as the deposit, if the Vendor agrees to accept a lesser sum he/she does so on the condition that the balance of the deposit is paid on or before completion. If the Purchaser defaults in the performance of this obligation the balance of the deposit making up the 10% of the purchase price shall become a debt due by the Purchaser to the Vendor and the Vendor may exercise his/her right pursuant to clause 9 of the contract.

58. FIRB REQUIREMENTS

At the contract date the Purchaser must:

31.1 Advise the vendor if the Purchaser is a foreign person

31.2 If the person is a corporation, advise the Vendor if any of the directors and /or shareholders are foreign persons

The Purchaser warrants any information provided by it under this clause is true and accurate.

59. PURCHASERS ACKNOWLEDGEMENT

Notwithstanding anything in this contract contained the said lot and appurtenances thereto are sold in their present state of repair and the purchaser acknowledges that he/she buys the same relying on his/her own inspection, knowledge and inquires and that he/she does not rely on representations, if any made to him/her by or on behalf of the vendor and the purchaser further acknowledges that he/she has satisfied himself/herself as to its identification, the position of the buildings and other improvements on the land, the existence of any proposed public works affecting the property whether disclosed herein or the presence of asbestos or contamination or otherwise and irregularities or inadequacies of swimming pool fencing and compliance with regulations, if any, the existence of encroachments, if any, by those buildings and other improvements upon the adjoining land and public streets. The purchaser accepts the grounds, amenities, facilities, drainage connections and appurtenances of the same in their existing condition and state of repair with all existing defects and faults thereof, if any, whether latent or otherwise and the purchaser shall not call on the Vendor to effect any work or repair to or in relation thereto or in compliance with any authorities to make application to carry out repair or remedial work whether for the purpose of obtaining a Building Certificate from the local council under whatever status was in force for the time being. The parties agree that there have been no representations, warranties, contracts or undertakings other than those in writing in this contract contained. Notwithstanding anything to the contrary herein contained, the parties expressly agree that any claim made by the purchaser for compensation whether under clause 6 or otherwise shall be deemed to be an objection for the purposes of clause 8 hereof.

60. **IMPROVEMENTS, FURNISHINGS AND CHATTLES**

The items listed under the Inclusions on the front page of Contract are included in the purchase price and the purchase.

The purchaser-

60.1 Acknowledges that none of the said items are new, and

60.2 Acknowledges that the vendor has not and does not make any representation or warranty as to the state of repair or condition of such items, and

60.3 Shall accept the same on the date on which the purchaser is entitled to possession of the property hereunder in the same state of repair and condition that the same are now in, reasonable wear and tear being between the date hereof and the date on which the purchaser is entitled to possession of the property hereunder excepted.

The title to such items, shall pass on completion of this contract and the Vendor shall not be required to give formal delivery in respect thereof.

61. **AGENCY**

The Purchaser warrants that no Real Estate Agent other than the Agent, if any, shown as the Vendor's Agent and co-Agent herein, has, on behalf of the Vendor shown the property to the Purchaser or introduced the Vendor to the Purchaser or in any other manner been the real and effective cause of the Vendor entering into this contract and in the event of any claim being brought against the Vendor by any person claiming commission or damages against the vendor as a result of any matter which would amount to a breach of the warranties herein contained, the purchaser shall indemnify the Vendor against such claim, including all legal costs both on a party and party and solicitor and client basis incurred by the vendor in resisting such claims and the indemnities herein contained shall not merge on completion

62. Clause 7.1.1 is deleted.

63 **INVESTMENT OF DEPOSIT**

If this contract says that the deposit is to be invested, the deposit holder is to invest the deposit (at the risk of the party who becomes entitled to it) with a Bank in an interest bearing account in NSW, payable on call with interest to be reinvested, and pay the interest to the parties equally, after the deduction of all proper government taxes and financial institution charges and other charges.

- 64. The Vendor discloses that the Owners Corporation is self managed by all the all the owners and that an administrative fund and capital works fund has not been established pursuant to the Strata Schemes Management Act 1996 and shall not make an objection, requisition , claim for compensation or delay delay settlement in respect of this clause. Pursuant to this clause the only strata adjustment shall be the strata insurance which Lot 6 SP 41286 is responsible according to unit entitlement to 50% of the insurance premium per annum however the council and water rates are separately rated to Lot 6 SP41286 independently.**
- 65. The Vendor discloses that all reasonable enquiries have been made to obtain a sewer mains and sewer connections diagrams from Hunter Water and they do not hold one. The purchaser shall not require the Vendor to obtain these diagrams but will accept the plumbers connections diagram attached to this contract as evidence of the connections when the strata shops were built in 1990 approximately. The purchaser may apply to Hunter Water on its own behalf and own expense if they wish in the event diagrams are located.**
- 66. In the event of any objection, request, requisition, claim for compensation or the like that the Vendor is unable or unwilling to comply with then the Vendor shall have the right to terminate this contract by notice in writing at anytime after any such event should it occur and thereafter refund the full deposit to the Purchaser and the Purchaser shall not be entitled to claim any compensation, specific performance of any aspect whatsoever including the contract upon termination of this contract by the Vendor.**

From *Purchasers Solicitor*

To *Vendors Solicitor*

Date

REQUISITIONS ON TITLE

2008 EDITION

RE: **Purchase From**

Property

In these Requisitions:-

- (a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
- (b) "the Act" means the Strata Schemes Management Act 1996.
- (c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
- (d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
- (e) "parcel" means land, improvements and fixtures.
- (f) "land" means the land only.
- (g) "improvements" means improvements and fixtures.
- (h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

	REQUISITIONS	REPLIES	RESPONSE
1.	The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	Noted	
2.	The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	Noted	
3.	The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	Noted	
4.	Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	No	
5.	Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	No No No	
6.	If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	No	
7.	The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.	Noted	
8.	If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	Does not Apply	

REQUISITIONS	REPLIES	RESPONSE
<p>9. If the sale of the property is subject to an existing tenancy:-</p> <p>(a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid.</p> <p>(b) Has there been any breach of the lease in which case such breach must be remedied before completion.</p> <p>(c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2.</p> <p>(d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion.</p> <p>(e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	<p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p>	
<p>10. If the lot is sold "off-the-plan":-</p> <p>(a) The Vendor must provide the Purchaser before completion with:-</p> <p>(i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979,</p> <p>(ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.</p> <p>(iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.</p> <p>(iv) evidence that a final Fire Safety Certificate has been issued for the building.</p> <p>(b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.</p> <p>(c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004?</p> <p>(d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act?</p> <p>(e) The Vendor must comply with Clause 28 before completion.</p>	<p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p>	
<p>11. If the Vendor is an executor and/or trustee:-</p> <p>(a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.</p> <p>(b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account?</p> <p>(c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>	<p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p> <p>Does Not Apply</p>	
<p>12. If the Transfer will be signed under Power of Attorney:-</p> <p>(a) Please produce before completion a copy of the registered Power of Attorney, and</p> <p>(b) Please provide written evidence of its non-revocation.</p>	<p>Does Not Apply</p> <p>Does Not Apply</p>	
<p>13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	<p>Purchaser should rely on own enquiries</p>	
<p>14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6</p>	<p>Noted</p>	
<p>15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bushfire-prone land? if so, please give full details.</p>	<p>No</p>	

REQUISITIONS	REPLIES	RESPONSE
16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?	Not as far as Vendor is Aware	
17. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?	No No	
18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.	No	
19. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	As far as Vendor is Aware Vendor not Aware As far as Vendor is Aware	
20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	As far as Vendor is Aware	
21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?	No	
22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.	No	
23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.	No	
24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	No	
25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.	No	
26. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.	No	
27. If a Swimming Pool is included in the parcel:- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	Does Not Apply Does Not Apply	
28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?	No	

REQUISITIONS	REPLIES	RESPONSE
29. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.	Vendor not Aware	
30. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel? (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion. (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.	No No	
31. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?	As far as Vendor is Aware	
32. In relation to the by-laws of the Owners Corporation:- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes. (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.	Check Search on Contract Yes	
33. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.	Yes	
34. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.	No	
35. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.	No	
36. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.	See 109 Certificate	
37. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:- (a) Annual General Meeting of the Owners Corporation. (b) (If applicable) Extraordinary General Meeting of the Owners Corporation. (c) Meeting of the Executive Committee.	Purchaser should rely on own enquiries	
38. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.	Noted	
39. The Vendor must provide at settlement a direction in accordance with Clause 20.5.	Noted	

DISCLAIMER

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.....
Solicitor for Vendor



Mr A A Mylonas
1 Murrumbooe PI
TASCOTT NSW 2250

Our Ref: 144513
Your Ref: MYLONAS
SUPER: 126749
ABN 81 065 027 868

6 September 2021

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 53.00
Receipt No: 11736302
Receipt Date: 4 September 2021

DESCRIPTION OF LAND

Address: Shop 6/78 Pacific Highway, SWANSEA NSW 2281
Lot Details: Lot 6 SP 41286
Parish: Wallarah
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER

A handwritten signature in black ink, appearing to read "J. Hayes".

ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014

State Environmental Planning Policy - (Housing for Seniors or People with a Disability) 2004 (This SEPP applies to the land to the extent provided by Clause 4 of the SEPP)

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Coastal Management) 2018 - (whole of lot)

State Environmental Planning Policy (Concurrences) 2018

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Koala Habitat Protection) 2021

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

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

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. 50 – Canal Estate 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 Apartment Development

State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Nil

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Lake Macquarie Development Control Plan 2014

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

- (1) The following answers (a) to (h) relate to the instrument (see 1(1) above).

- (a) (i) The identity of the zone applying to the land.

B2 Local Centre

under Lake Macquarie Local Environmental Plan 2014

- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home industries; Hostels; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Service stations; Shop top housing; Tourist and visitor accommodation

Any other development not specified in item (ii) or (iv)

NOTE: Clause 7.10 requires that development consent must not be granted to development for the purpose of hostel, residential flat building or seniors housing; unless it is part of a mixed use development in which most of the ground floor of the building facing the primary street has an active street frontage consisting of a commercial premise or health services facility.

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Advertising structures; Agriculture; Air transport facilities; Airstrips; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Industrial retail outlets; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures

NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (c) Whether the land includes or comprises critical habitat.

No

- (d) Whether the land is in a conservation area (however described).

No

- (e) Whether an item of environmental heritage (however described) is situated on the land.

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

NOTE: An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

(2) The following answers relate to the Draft Instrument (see 1(2) above).

(a) Nil

NOTE: The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

(b) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

(c) Whether the land includes or comprises critical habitat.

No

(d) Whether the land is in a conservation area (however described).

No

- (e) Whether an item of environmental heritage (however described) is situated on the land.

No

3 Complying development

The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), and 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 6 SP 41286

Complying development under the Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

Low Rise Housing Diversity Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 6 SP 41286

Complying development under the Low Rise Housing Diversity Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

Housing Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial (New Buildings and Additions) Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 6 SP 41286

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

Subdivisions Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Rural Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 6 SP 41286

Complying development under the Rural Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then

complying development under the Rural Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

Greenfield Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 6 SP 41286

Complying development under the Greenfield Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Greenfield Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

General Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Demolition Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Fire Safety Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Container Recycling Facilities Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

4 Coastal Protection

(Repealed 3 April 2018)

4A Information relating to beaches and coasts

(Repealed 3 April 2018)

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

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

Nil

NOTE: “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

The land IS NOT WITHIN a Mine Subsidence District declared under section 20 of *the Coal Mine Subsidence Compensation Act 2017*.

NOTE: The advice in section (5) above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

6 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993.

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (i) adopted by the Council, or
(ii) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council,

that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (b) bushfire

No

- (c) tidal inundation

No

- (d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

- (f) any other risk (other than flooding).

No

NOTE: The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

7A Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Yes

NOTE: Land in this area that is subject to flood related development controls relating to the PMF includes sensitive uses such as boarding houses, caravan parks, correctional centres, early education and care facilities, eco-tourist facilities, educational establishments, emergency services facilities, group homes, hazardous industries, hazardous storage establishments, hospitals, hostels, information and education facilities, police stations, respite day care centres, residential care facilities, seniors housing, sewerage systems, tourist and visitor accommodation and water supply systems.

(3) In this clause -

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

ADVICE: Further information on the development restriction mentioned, may be obtained from Council's *Property Flooding Information Summary* Flood Report Web Tool, which provides information about the flood hazard for a specified property (lot) in Lake Macquarie City. [Flood Report Tool - Lake Macquarie City Council](#)

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

9 Contributions Plans

The name of each contributions plan applying to the land.

Lake Macquarie City Council Development Contributions Plan - Belmont Contributions Catchment - 2017

The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019

9A Biodiversity Certified Land

This land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

10 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

10A Native vegetation clearing set asides

The land does not contain a set aside area under section 60ZC of the Local Land Services Act 2013.

11 Bush Fire Prone Land

Note: If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

12 Property Vegetation Plans

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

13 Orders under Trees (Disputes Between Neighbours) Act 2006

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

The land IS NOT subject to an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14 Directions under Part 3A

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

Nil

15 Site compatibility certificates and conditions for seniors housing

- (a) Whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

- (b) Any terms of a kind referred to in clause 18 (2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

Nil

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether there is a valid site compatibility certificate (infrastructure, schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

17 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

- (2) Any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

Nil

18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Nil

- (2) The date of any subdivision order that applies to the land.

Not Applicable

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of Environmental Planning and Assessment Regulation 2000.

19 Site verification certificates

Whether there is a current site verification certificate, of which the council is aware, in respect of the land.

No

(a) The matter certified by the certificate

Not Applicable

(b) The date on which the certificate ceases to be current

Not Applicable

(c) A copy of the certificate (if any) may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

21 Affected building notices and building product rectification orders

(1) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

(2) (a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

A building rectification order **is not** in force in respect of this land.

- (b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

- (3) In this clause:

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

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

NOTE: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

ATTACHMENTS:

Complimentary Certificate for Real Property Lot

ATTACHMENT: Complimentary Certificate for Real Property Lot

Mr A A Mylonas
1 Murrumbooee PI
TASCOTT NSW 2250

Our Ref:144514
Your Ref: MYLONAS
SUPER:126749
ABN 81 065 027 868

6 September 2021

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: Nil

Receipt No:

Receipt Date:

DESCRIPTION OF LAND

Address: 78 Pacific Highway, SWANSEA NSW 2281

Lot Details: Lot 7 DP 5669

Parish: Wallarah

County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER



ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014

State Environmental Planning Policy - (Housing for Seniors or People with a Disability) 2004 (This SEPP applies to the land to the extent provided by Clause 4 of the SEPP)

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Coastal Management) 2018 - (whole of lot)

State Environmental Planning Policy (Concurrences) 2018

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Koala Habitat Protection) 2021

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

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

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. 50 – Canal Estate 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 Apartment Development

State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Nil

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Lake Macquarie Development Control Plan 2014

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

- (1) The following answers (a) to (h) relate to the instrument (see 1(1) above).

- (a) (i) The identity of the zone applying to the land.

B2 Local Centre

under Lake Macquarie Local Environmental Plan 2014

- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home industries; Hostels; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Service stations; Shop top housing; Tourist and visitor accommodation

Any other development not specified in item (ii) or (iv)

NOTE: Clause 7.10 requires that development consent must not be granted to development for the purpose of hostel, residential flat building or seniors housing; unless it is part of a mixed use development in which most of the ground floor of the building facing the primary street has an active street frontage consisting of a commercial premise or health services facility.

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Advertising structures; Agriculture; Air transport facilities; Airstrips; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps;

Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Industrial retail outlets; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures

NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (c) Whether the land includes or comprises critical habitat.

No

- (d) Whether the land is in a conservation area (however described).

No

- (e) Whether an item of environmental heritage (however described) is situated on the land.

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

NOTE: An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

(2) The following answers relate to the Draft Instrument (see 1(2) above).

(a) Nil

NOTE: The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

(b) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

(c) Whether the land includes or comprises critical habitat.

No

(d) Whether the land is in a conservation area (however described).

No

(e) Whether an item of environmental heritage (however described) is situated on the land.

No

3 Complying development

The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), and 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 7 DP 5669

Complying development under the Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

Low Rise Housing Diversity Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 7 DP 5669

Complying development under the Low Rise Housing Diversity Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

Housing Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial (New Buildings and Additions) Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 7 DP 5669

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

Subdivisions Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Rural Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 7 DP 5669

Complying development under the Rural Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Rural Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

Greenfield Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 7 DP 5669

Complying development under the Greenfield Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Greenfield Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

General Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Demolition Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Fire Safety Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Container Recycling Facilities Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

4 Coastal Protection

(Repealed 3 April 2018)

4A Information relating to beaches and coasts

(Repealed 3 April 2018)

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

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

Nil

NOTE: “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

The land IS NOT WITHIN a Mine Subsidence District declared under section 20 of *the Coal Mine Subsidence Compensation Act 2017*.

NOTE: The advice in section (5) above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

6 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993.

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (i) adopted by the Council, or
(ii) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council,

that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

(b) bushfire

No

(c) tidal inundation

No

(d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

(e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

(f) any other risk (other than flooding).

No

NOTE: The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

7A Flood related development controls information

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Yes

NOTE: Land in this area that is subject to flood related development controls relating to the PMF includes sensitive uses such as boarding houses, caravan parks, correctional centres, early education and care facilities, eco-tourist facilities, educational establishments, emergency services facilities, group homes, hazardous industries, hazardous storage establishments, hospitals, hostels, information and education facilities, police stations, respite day care centres, residential care facilities, seniors housing, sewerage systems, tourist and visitor accommodation and water supply systems.

(3) In this clause -

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

ADVICE: Further information on the development restriction mentioned, may be obtained from Council's *Property Flooding Information Summary* Flood Report Web Tool, which provides information about the flood hazard for a specified property (lot) in Lake Macquarie City. [Flood Report Tool - Lake Macquarie City Council](#)

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

9 Contributions Plans

The name of each contributions plan applying to the land.

Lake Macquarie City Council Development Contributions Plan - Belmont Contributions Catchment - 2017

The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019

9A Biodiversity Certified Land

This land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

10 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

10A Native vegetation clearing set asides

The land does not contain a set aside area under section 60ZC of the Local Land Services Act 2013.

11 Bush Fire Prone Land

Note: If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

12 Property Vegetation Plans

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

13 Orders under Trees (Disputes Between Neighbours) Act 2006

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

The land IS NOT subject to an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14 Directions under Part 3A

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

Nil

15 Site compatibility certificates and conditions for seniors housing

(a) Whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

- (b) Any terms of a kind referred to in clause 18 (2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

Nil

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether there is a valid site compatibility certificate (infrastructure, schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

17 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

- (2) Any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

Nil

18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Nil

- (2) The date of any subdivision order that applies to the land.

Not Applicable

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of Environmental Planning and Assessment Regulation 2000.

19 Site verification certificates

Whether there is a current site verification certificate, of which the council is aware, in respect of the land.

No

- (a) The matter certified by the certificate
Not Applicable
- (b) The date on which the certificate ceases to be current
Not Applicable
- (c) A copy of the certificate (if any) may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

21 Affected building notices and building product rectification orders

- (1) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.
- (2) (a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

A building rectification order **is not** in force in respect of this land.
- (b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.
- (3) In this clause:

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

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

NOTE: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No
- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No
- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

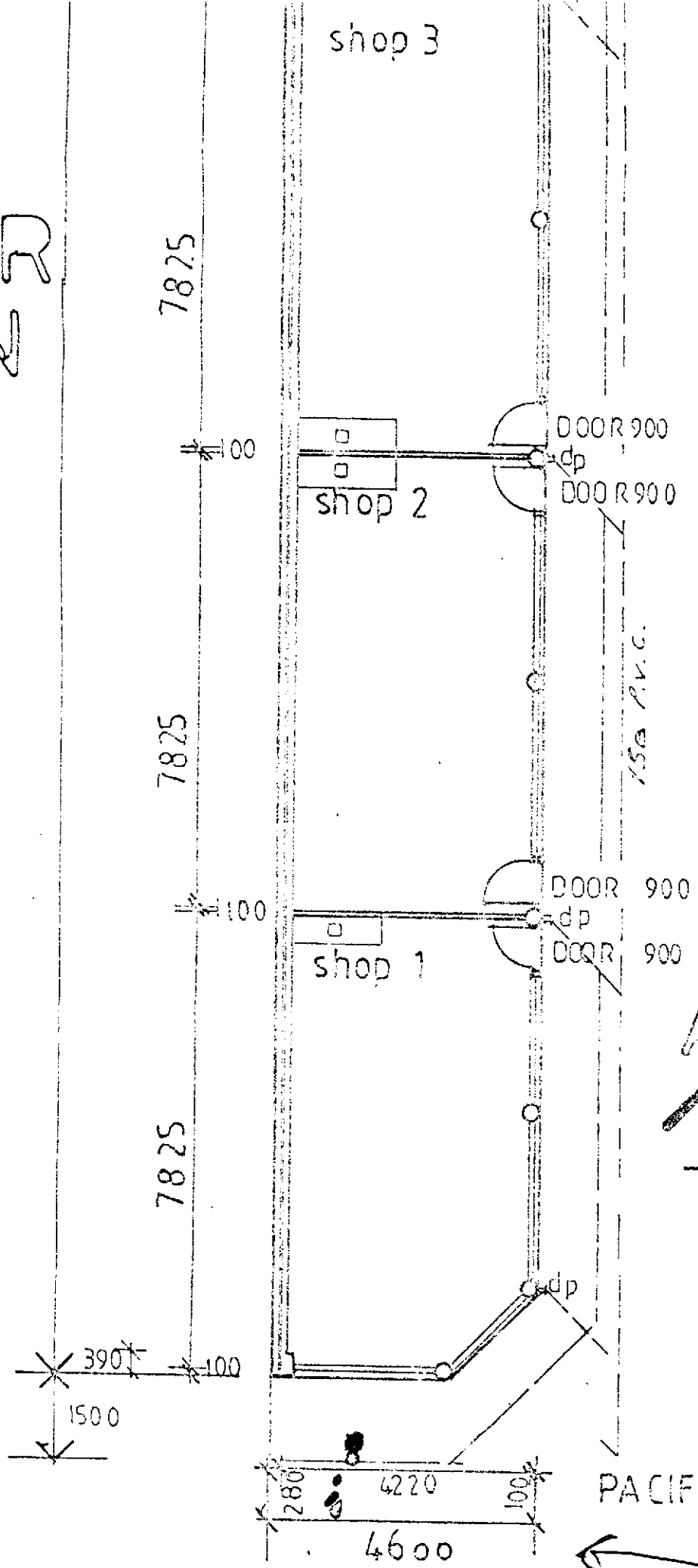
No
- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No
- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

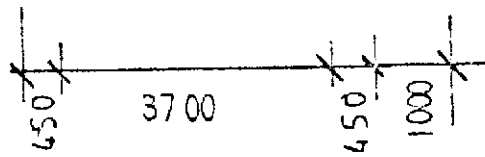
GND. FLOOR PLAN

UNPAVED
INTO COUNCIL'S
CAR PARK UNIT
IS CONSTRUCTED
soon

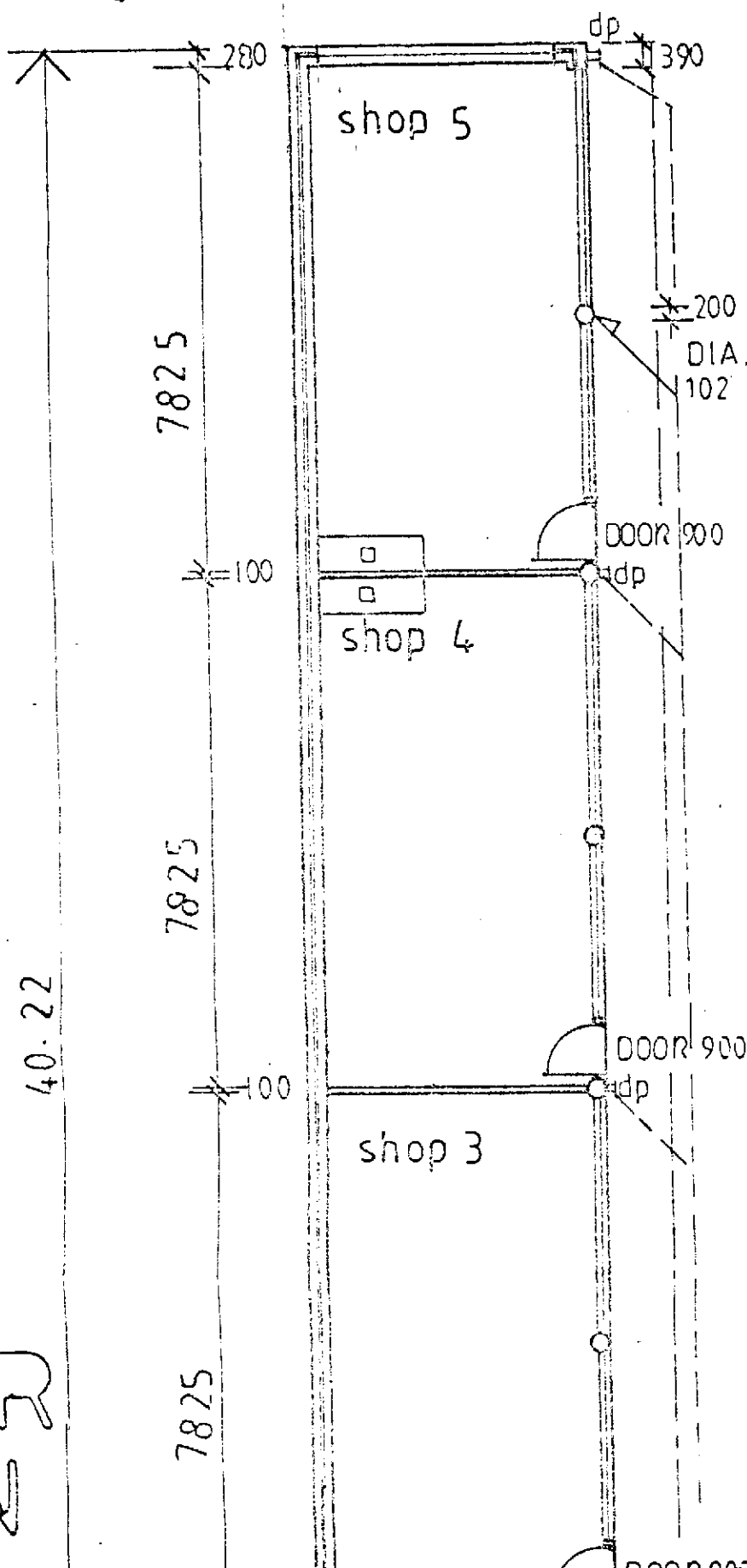


PLUMBER'S
CONNECTIONS

PACIFIC HIGHWAY.
BOARDS
SEWER.



PLUMBERS
CONNECTIONS



DIA. COL CONC
102 X 102 RHS

ROOF WATER.

2. PIPE 100x100
DIRECT INTO 150 DIA.
P.V.C LINE 175x2
EXTEND INTO
COUNCIL'S SURFACE
DRAIN IN PALMIL H.

SURFACE WATER STAG

GRADE PAVED ARE.
INTO COUNCIL'S W.C.
CAR PARK UNTIL
IS CONSTRUCTED.

6.11.16

1ST FLOOR
PLAN

ALUMINIUM. FIX WINDOW
DOORS 2100 x 900.
ALUMINIUM SECTIONS
ROOF WATER.

GRADE CONC ROOF TO DRAIN
DRAIN OVER. AWNING.
FIX DOWN PIPING 100x100
GALVANIZED METAL. CONNECT
TO 100 P.V.C LINE TO
COUNCILS DRAIN.

ELECTRICAL

ALLOW FOR ELECTRICAL
WORK IN ACCORDANCE WITH
THE REQ OF SHORTLAND ELECT.

PAINTING

FINISH ALL CEILINGS
WITH VERMICULITE COVERING.
RENDER SMOOTH - PAINT
TWO COATS OF SELETED
COLOURS.

SEWER

CONNECT SINK UNITS TO
THE H.D.W. ADS SEWERAGE
SYSTEM.

WATER.

EXTEND HOT & COLD WATER
VIA 12MM COPPER LINES
FROM THE EXISTING
SOURCES. INSTAL.
INSTANTANEOUS HOT WATER
SERVICE UNDER EACH
SINK.

GLASS

SHOPFRONT GLASS FIX
10.38 LAMINATED GLASS
TO COMMERCIAL
ALUMINIUM FRAMES.

DEVELOPMENT

stage 1. 5 strata title
shops

LIGHTING.

NO EXTERNAL
LIGHTING IN
STAGE 1.



City of
Lake Macquarie

Administrative Centre
Speers Point
NSW 2284
PO Box 21
Boolaroo 2284
Newcastle Document
Exchange DX 7869
Government
Courier Service
Telephone (049) 210 333
Facsimile (049) 58 7257

Please Over
NO.: 910754

BUILDING CERTIFICATE

Local Government Act 1919 (Section 317AE) (Ordinance No. 70)

The Council of the City of Lake Macquarie certifies that,
in relation to the building or part identified below, the
Council -

- (a) by virtue of anything existing or occurring before
the date of inspection stated in the certificate, or
- (b) within 7 years after that date by virtue of the
deterioration of the building or part solely by fair wear
and tear.

shall not -

- (c) make an order under Section 317B of the Local Government
Act 1919 (Repair or demolition of existing buildings) in
relation to the building or part;
- (d) take proceedings for an order or injunction requiring the
demolition, alteration, addition or rebuilding of or to
the building or part; or
- (e) take proceedings in relation to any encroachment by the
building or part onto land vested in or under the control
of the Council.

IDENTIFICATION OF BUILDING

LOCATION:

STREET: PACIFIC HIGHWAY SIDE OF STREET: WEST

HOUSE NO.: 78 NEAREST CROSS STREET: PEEL

PARTICULARS;

CLASSIFICATION OF BUILDING: IV& VI WHOLE OR PART: WHOLE

DESCRIPTION: TWO STOREY BRICK BUILDING CONTAINING A RESIDENCE &
SHOPS ONLY - EXCLUDES FIBRO SHOP

OWNER: SNOWPET PTY LTD

DATE OF INSPECTION: 06.09.91

NO.: 910754

LMCC/2

DESCRIPTION OF LAND;

LOT NO.: 7 DP: 5669

SUBURB: SWANSEA COUNTY: NORTHUMBERLAND PARISH: WALLARAH

SCHEDULE

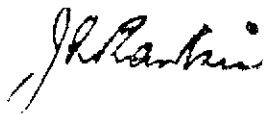
The following written information was used by the Council in deciding to issue this Certificate;

Identification Survey Certificate: ASQUITH & DE WITT
REF:MATNB22224

Building Application No.: 90/0743

Other : Council File - 1/5657/0078

Dated this THIRTEENTH day of SEPTEMBER 1991



J R RANKIN
TOWN CLERK

FEE \$50 RECEIPT NO.: 238121

APPLICANT'S NAME AND ADDRESS: Snowpet Pty Ltd
78 Pacific Highway
SWANSEA 2281

*** NOTES :**

1. An order made or proceedings taken in contravention of this certificate is of no effect.
2. The issue of a building certificate does not prevent proceedings being taken against any person under Section 306, 310, 311 or 317 of the Local Government Act 1919 (which generally regulate the lawful erection of buildings) or an order being made under Section 317D of that Act (which regulates fire safety).

ASQUITH & de WITT PTY. LTD.

Postal Address:
Post Office Box 179
Charlestown, 2290

Branch Office:
20 Church Street
Gloucester, 2422

A.C.N. 001 431 072

CONSULTING SURVEYORS

DX 7945 Newcastle
Phone: (049) 43-6111
Fax: (049) 43-5955

PO Box 194 Gloucester
Phone: (065) 58-2255

B.J. de Witt, M.I.S. Aust.
M.A. Taylor, B.Surv. (Univ. N.S.W.), M.I.S. Aust.

J.V. Calver, B.Surv. (Univ. Newcastle), M.I.S. Aust.

17 July 1991

Our Ref: MAT:NB:22224

The Secretary
Snowpet Pty Ltd
Andrew Mylonas
1st Floor
78 Pacific Highway
SWANSEA 2281

Dear Sir

RE: Pacific Highway, Swansea.

The following survey is provided for the private use of Mr Andrew Mylonas.

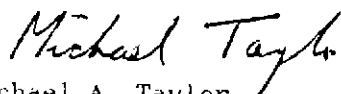
* * * * *

Acting in accordance with your instruction, we have surveyed, for identification purposes only, Lot 7, Deposited Plan Number 5669 situated with a frontage of 15.24 metres to Pacific Highway, Swansea, in the City of Lake Macquarie, Parish of Wallarah, County of Northumberland, State of New South Wales, and is shown by red edging on the attached diagram.

IN OUR OPINION:-

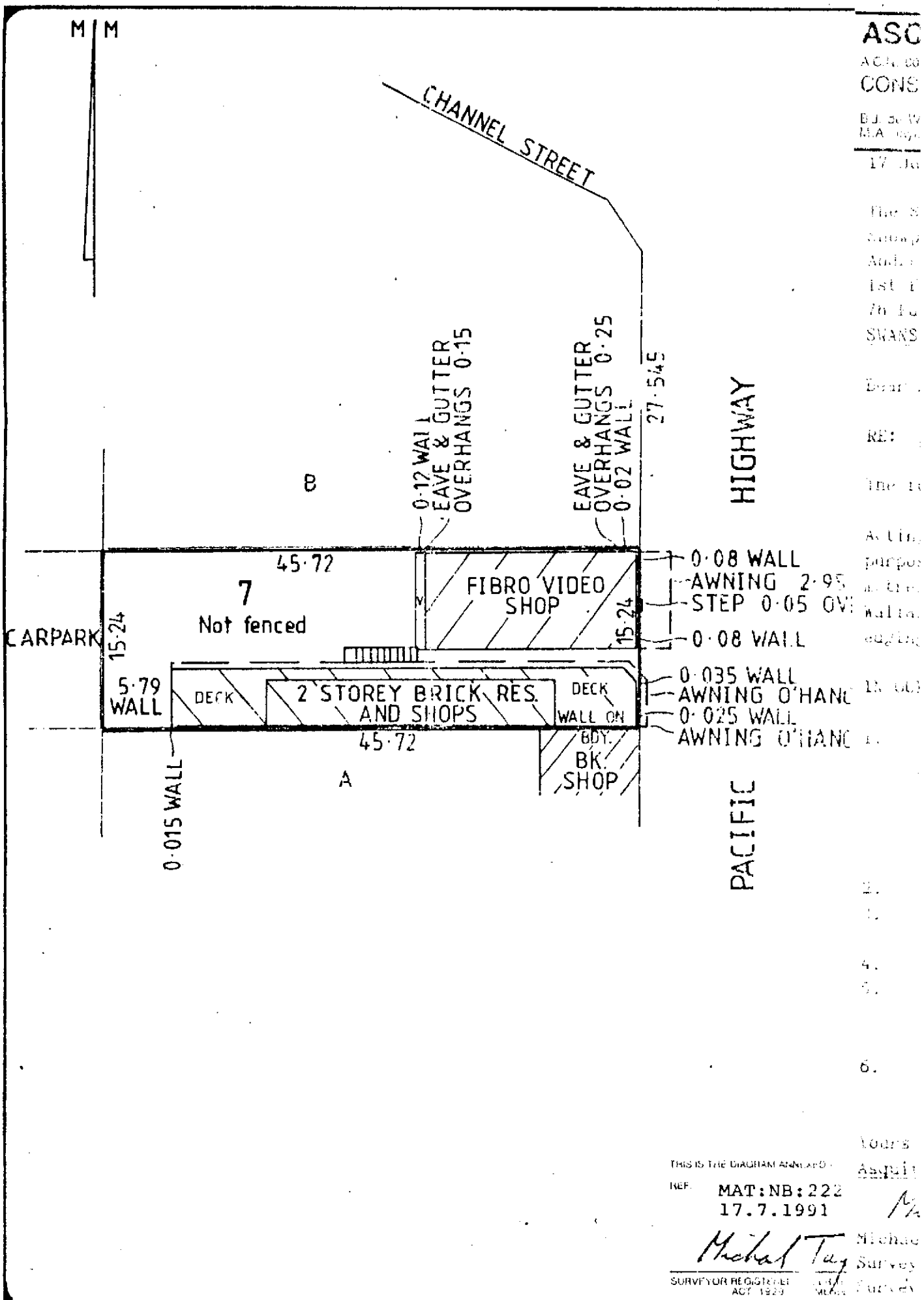
1. Standing upon and wholly within the boundaries of the subject land is a two storey brick building containing a residence and shops and a fibro shop excepting that part of the gutter attached to the northern wall of the fibro shop that overhangs the northern boundary up to 0.25 metres and awnings attached to the buildings that overhang the Pacific Highway up to 2.95 metres as shown on the diagram.
2. The property bears neither name nor number.
3. The relationship of the improvements to the boundaries is as shown on the diagram.
4. There are no apparent easements affecting the subject land.
5. Other than as shown, there are no apparent encroachments by or upon the subject land. We have not investigated the existence of any subterranean encroachments.
6. Marks to define the boundaries will be required if any construction work is undertaken on or near the boundaries.

Yours faithfully,

Asquith & de Witt Pty. Ltd.

Michael A. Taylor

Surveyor registered under the
Surveyors Act, 1929, as amended.



• LAND, MINING & ENGINEERING SURVEYING • ROAD & DRAINAGE DESIGN •
 • LAND DEVELOPMENT & FEASIBILITY CONSULTANTS •
 • 7 CANBERRA STREET, CHARLESTOWN, 2290 •

LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

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

STAMP DUTY

Office of State Revenue use only

(A) **TORRENS TITLE**

Property leased LOT 6/SP 41286

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference: <input type="text"/>	CODE L
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(C) **LESSOR**

ANGELO ANDREW MYLONAS and LYNETTE MARTHA MYLONAS

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

(D)

Encumbrances (if applicable):

(E) **LESSEE**

SKM BOOKKEEPING PTY LIMITED TENANCY:
--

(F)

(G)

- TERM** 5 YEARS
- COMMENCING DATE** 15 August 2020
- TERMINATING DATE** 14 August 2025
- With an **OPTION TO RENEW** for a period of N.A.
set out in clause N.A. of N.A.
- With an **OPTION TO PURCHASE** set out in clause N.A. of
- Together with and reserving the **RIGHTS** set out in clause N.A. of
- Incorporates the provisions or additional material set out in **ANNEXURE(S)** hereto.
- Incorporates the provisions set out in N.A. with the Land and Property Management Authority as No. N.A.
- The **RENT** is set out in item No. 4 of lease

DATE

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

Signature of witness: *Arthur Mylonas*

Name of witness: *ARTHUR MYLONAS*
Address of witness:

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

Signature of lessor:

[Signature]

L. Mylonas
01/08/2020

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

Signature of witness: *Brenton Denson*

Name of witness: *Brenton Denson*
Address of witness: *15 GORDON AVE*
SUMMERLAND POINT

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer: *[Signature]*

Authorised officer's name: *Samantha*
Authority of officer: *MORONEY*
Signing on behalf of: *01/08/2020*

(I) STATUTORY DECLARATION *

I solemnly and sincerely declare that—

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

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

Made and subscribed at _____ in the State of New South Wales
on _____ in the presence of—

Signature of witness: _____ Signature of lessor: _____


Full name of witness:
Address of witness:


Qualification of witness: *[tick one]*
 Justice of the Peace
 Practising Solicitor
 Other qualified witness *[specify]*

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

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


.....
Signature of Witness



.....
Name: Samantha Moroney
DIRECTOR 01/08/2020



.....
Name of Witness
Address of Witness: 15 GORDON AVE
SUMMERLAND POINT.....

I certify that I am an eligible witness and that the transferor signed this dealing in my presence .
[See note below *]

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


.....
Signature of Witness


.....
Name: Samantha Moroney
SECRETARY 01/08/2020


.....
Name of Witness
Address of Witness: 15 GORDON AVE
SUMMERLAND POINT.....

* s.117 of the RP Act requires that you must have know the signatory for more than 12 months or have sighted identifying documentation

ANNEXURE "A"

This and the following 34 pages comprise Annexure "A" referred to in the Lease dated the
between ANGELO ANDREW MYLONAS, LYNETTE MARTHA MYLONAS as **Lessor**
and SKM BOOKKEEPING PTY LTD ABN 25 625 504 574 as **Lessee**.

CONTENTS OF LEASE

Clause

- 1 - Interpretation
- 2 - Exclusion of Implied Covenants and Powers
- 3 - Term and Rent
- 4 - Outgoings
- 5 - Damage to or Destruction of Property
- 6 - Use
- 7 - Alterations, Repairs and Maintenance
- 8 - Insurance
- 9 - Assignments, Subletting
- 10 - Indemnities
- 11 - Air-Conditioning
- 12 - Headlease and/or other Interests and Covenants by the Lessor
- 13 - Default, Termination, and Allied Matters
- 14 - Essential Terms
- 15 - General
- 16 - Signage and Advertising
- 17 - Whole Agreement of Relationship
- 18 - Security
- 19 - Guarantee & Indemnity
- 20 - Goods and Services Tax – General
- 21 - Option For Further Term
- 22 - Common Areas
- 23 - Strata Subdivision
- 24 - Governing Law
- 25 - Acknowledgments by Lessee
- 26 - Special Covenants

1. **INTERPRETATION:**

For all purposes of this lease, except to the extent that such interpretation shall be excluded by or be repugnant to the context, the following words and phrases shall have the meanings respectively assigned to them and the following provisions relating to interpretation shall apply:-

- 1.1 "Annual Rent" means the rent per annum set out in **Item 4** of the Reference Schedule of the Lease as varied from time to time pursuant to the terms of the Lease.
- 1.2 "GST" shall mean the goods and services tax imposed by the GST Legislation.
- 1.3 "GST Legislation" shall mean A New Tax System (Goods and Services Tax) Act 1999 and the regulations made thereunder as amended from time to time and any corresponding replacement legislation.
- 1.4 "Occupational Health and Safety Legislation" means the Occupational Health and Safety Act 2000 (NSW) together with the regulations made thereunder as amended from time to time and any corresponding amending or replacement legislation and regulations or any legislation relating to workplace safety or workplace injuries as may be relevant to the use of the Premises under the provisions of this Lease;
- 1.5 "Outgoings Year" shall mean the year commencing on the date of commencement of this Lease or each successive year commencing on each anniversary from the date of commencement of this lease which is relevant to the provisions of this Lease.
- 1.6 "the Lessor" includes the Lessor and its successors and assigns.
- 1.7 "the Lessee" includes:-
 - 1.6.1 in the case of a company the lessee its successors and permitted assigns,
 - 1.6.2 in the case of a natural person his executors administrators and permitted assigns.
- 1.8 "the Land" means the Land described in **Item 12** of the Reference Schedule.
- 1.9 "the demised Premises" or "the Premises" means the premises more fully described in **Item 11** of the Reference Schedule and includes any

structures, fixtures and fittings of the Lessor on the Premises.

- 1.10 "the Common Areas" means those parts of land (if any) in or about the demised Premises not demised and includes Common Property within the meaning attributed to the same by the Strata Schemes Management Act 1996, or any Act succeeding thereto as amended and which are intended for common use as entrances, exits, roads, car-parks, driveways, walkways, pavements, vestibules, passages, halls, courts, plazas, galleries, arcades, lavatories, stairways, ramps, platforms, loading bays, or loading docks and such other places or facilities as may be designated from time to time by the Lessor or in the case of land under the Strata Schemes Management Act 1996 or any Act succeeding thereto as amended by the Owners Corporation for the use by the Lessee in common with others.
- 1.11 "Rent" means the rent per annum set out in **Item 4** of the Reference Schedule of the Lease as varied from time to time pursuant to the terms of the Lease.
- 1.12 "the term" means the term of the Lease as set out in **Item 1** of the Reference Schedule.
- 1.13 "date of commencement" means the date of commencement of the Lease as set out in **Item 2** of the Reference Schedule.
- 1.14 "date of termination" means the date of termination as set out in **Item 3** of the Reference Schedule.
- 1.15 "the Lessee's employees" means each and every of the Lessee's employees, agents, contractors, sublessees and licensees who may at any time be in or upon the Premises or the land.
- 1.16 "the Lessee's employees and visitors" and "the Lessee's employees or visitors" includes each and every of the Lessee's employees, agents, contractors, sub-lessees and licensees who may at any time be in or upon the Premises or the land and each and every of the Lessee's customers, clients and visitors who may at any time be in or immediately on or about the Premises.
- 1.17 "the Reference Schedule" means the Reference Schedule to this Lease.
- 1.18 Unless repugnant to the context thereof, "Person" includes corporation, words importing the singular number include the plural and vice versa, and words importing any particular gender include all genders.
- 1.19 Any covenant or agreement on the part of two or more parties shall bind such parties jointly and each of them severally. Every obligation

undertaken by any of the parties hereto shall, notwithstanding the working thereof, be deemed to be and be construed as a covenant by the party undertaking such obligation.

2. EXCLUSION OF IMPLIED COVENANTS AND POWERS:

The covenants and powers implied in every Memorandum of Lease by virtue of Sections 84 and 85 of the Conveyancing Act shall not apply to or be implied in the Lease except in so far as the same or some part or parts thereof are included in the covenants hereinafter contained.

3. TERM AND RENT:

3.1 This Lease shall commence on the date set out in **Item 2** of the Reference Schedule and shall terminate on the date set out in **Item 3** of the Reference Schedule.

3.2 The Lessee will during the Term pay to the Lessor without demand from the Lessor and without any deduction whatsoever the Annual Rent of the amount set out in **Item 4** of the Reference Schedule or as varied according to the provisions of this Lease such rent to be paid in advance by regular and consecutive monthly payments each equal to one twelfth (1/12) of the Annual Rent on the first day of each month in each year during the Term (except the first and last payments which if necessary will be proportionate) the first being payable on the date of commencement of the Term.

3.4 Deleted.

4. OUTGOINGS

4.1 For the purposes of this Lease the "outgoings of the Land" shall mean the total sum of all outgoings, costs and expenses of the Lessor properly or reasonably assessed or assessable, paid or payable or otherwise incurred in respect of the Land of which the Premises forms part and in relation to the control, management and maintenance of the Land of which the Premises forms part and without limiting the generality of the foregoing shall include:-

(a) all rates, charges, assessments, duties, impositions and fees at any time or from time to time payable to any Government, Local Government, Semi-Government or other competent authority in respect to the Land of which the Premises forms part;

(b) administrative levies under the Strata Schemes Management Act 1996 (not including sinking fund levies unless attributable by reason of the use of the premises by the Lessee);

- (c) special levies under the Strata Schemes Management Act 1996 if such levies are imposed and attributable by reason of the use of the premises by the Lessee;
- (d) all taxes including any Land Tax at the rate payable by the Lessor on the basis that the Land incorporates the only land owned by the Lessor but excluding Income Tax and any capital gains tax;
- (e) all charges for and costs in relation to the supply of water, sewerage, drainage and the removal of all waste and garbage from the Land;
- (f) all amounts payable in respect of insurances relating to the Land, including public risk loss of rents insurance and insurance of the structures erected upon the Land to the full replacement value thereof against loss or damage by fire, explosion, lightning, storm, tempest and other events generally covered by a policy insuring a building against loss or destruction risks;
- (g) Deleted.
- (h) rental property management fees.

4.2 In addition to the Annual Rent hereinbefore provided the Lessee shall NOT in respect of each Outgoings Year reimburse and pay to the Lessor the Lessee's proportion of outgoings of the Land relative to such year. Such proportion shall be calculated and payable as follows:-

- (a) The Lessee's proportion of outgoings shall be that percentage set out in **Item 8** of the Reference Schedule.
- (b) The Lessee shall in each Outgoings Year pay on account to the Lessor the amount estimated by the Lessor to be the Lessee's proportion of the outgoings for that year. Such amount shall be paid on the dates for payment of instalments of rent herein provided by the instalments of which the Lessor shall notify the Lessee in writing from time to time.
- (c) The Lessee's proportion of outgoings for each Outgoings Year shall be determined as soon as practicable after the end of such Outgoings Year and if the amount thereof exceeds the amount paid by the Lessee on account thereof the deficiency shall be paid by the Lessee to the Lessor upon demand and if the amount thereof is less than the amount paid by the Lessee on account thereof the Lessor shall refund the excess to the Lessee or credit the excess against future payments pursuant to paragraph (b) hereof.

4.3 Should the Lessee fail or neglect to pay any sum payable under this Clause 4 within fourteen (14) days of demand being made, the Lessor may sue for and recover such monies as rent in arrears.

4.4 The Lessee shall pay all charges for electricity, gas, oil and water separately metered and consumed in or on the Premises and also pay all charges in respect of any telephone services connected to the Premises and all other charges and impositions imposed by any public utility or authority for the supply of any service separately supplied to the premises and all charges to any contractor or authority for the removal of any septic wastes, if any.

4.5 The Lessee shall pay to the Lessor in addition to the outgoings payable to the Lessor under this lease any GST levied, paid or payable by the Lessor on the outgoings payable by the Lessee pursuant to this Lease.

4.6 The Lessor shall provide to the Lessee a tax invoice in accordance with the requirements of the GST Legislation for outgoings incurred by the Lessor for which the Lessor seeks reimbursement pursuant to the terms of this lease.

5. DAMAGE TO OR DESTRUCTION OF PROPERTY:

5.1 In case the Premises or any part thereof shall at any time during the continuance of the Lease be damaged by fire, lightning, storm, tempest, flood, riots, strikes, malicious damage, explosion, earthquake or other disabling cause so as to render the Premises or any part thereof wholly or substantially unfit for the occupation and use of the Lessee then and so often as the same shall happen:-

5.1.1. except where the damage aforesaid has been caused by the act or omission of the Lessee or the Lessee's employees or visitors:

5.1.1.1. a proportionate part of the rent reserved under the Lease according to the nature and extent of the damage sustained shall abate and all or any remedies for recovery of such proportionate part of the rent falling due after such damage shall be suspended until the Premises have been restored or made fit for the occupation and use of the Lessee or accessible to the Lessee, as the case may be:

5.1.1.2. if the Lessor gives to the Lessee a notice of intention to restore the Premises and thereafter does not, within a reasonable time, restore the Premises, or make them fit for the occupation and use of , or

render them accessible to, the Lessee as the case may be, the Lessee may serve on the Lessor notice of intention to terminate the Lease, and unless the Lessor shall upon receipt of that notice proceed with reasonable expedition and diligence to restore the Premises, or make them fit for the occupation and use of, or render them accessible to, the Lessee as the case may be, the Lessee may terminate the Lease by giving not less than one month's notice in writing to the Lessor, and at the expiration of the last mentioned notice the Lease shall be at an end.

- 5.2.1. If in the Lessor's opinion the damage to the Premises as aforesaid is such that it is impractical or not feasible to restore the Premises, or make them fit for the occupation and use of the Lessee or render them accessible to the Lessee as the case may be, the Lessor may terminate the Lease by giving not less than one (1) months notice in writing to the Lessee and at the expiration of that notice the Lease shall be at an end.
- 5.2.2 No liability shall attach to the Lessor by reason of termination of the Lease pursuant to sub-clause .1 or .2 of this clause 5, but, except as aforesaid, any such termination shall be without prejudice to the rights of either party in respect of any antecedent breach or non-observance of any covenant or provision hereof.

6. USE:

6.1 The Lessee shall not:-

- 6.1.1. use or occupy the Premises otherwise than for the purpose of conducting the trade or business stated in **Item 5** of the Reference Schedule;
- 6.1.2. use the Premises in any noisy, noxious, immoral or offensive manner or do on the Premises anything which in the reasonable opinion of the Lessor may be or become a nuisance or disturbance or cause damage to the Lessor or to any other tenants (if any) or other persons using the Premises;
- 6.1.3. install or use any engine or machine which shall cause or may be likely to cause undue noise or vibration in the Premises or without the consent in writing of the Lessor use or operate any musical instrument, radios, sound reproduction equipment or televisions in or about the Premises in such a manner that the same may be audible from outside the Premises;

- 6.1.4. use the Premises as a dwelling house or sleeping place or keep, permit or suffer to be kept any animals, fish, reptiles or birds in or about the Premises unless it is necessary to do so in connection with the business stated in **Item 5** of the Reference Schedule;
- 6.1.5. use the Premises or any part thereof for the storage or cooking of foods unless it is necessary to do so in connection with the business stated in **Item 5** of the Reference Schedule;
- 6.1.6. throw, place or allow to fall or cause to be thrown or placed in the washrooms or lavatories (including the bowls or urinals therein), or other services in the Premises, any sweepings, rubbish, waste paper or any other substances likely to cause any blockage thereof or damage thereto;
- 6.1.7. make any use of the Premises, whether for the Lessee's permitted business or otherwise, or do on the Premises anything (including but without limiting the generality of the foregoing, the installation or use of any machinery or the employment of any persons) whereby, or by reason whereof, any public or statutory authority may give or issue or be entitled to give or issue any notice requiring alterations, repairs or other works whatsoever to be made or carried out to the Premises and the Lessee must satisfy itself, and the Lessor gives no warranty or advice, that the Lessee's use of the premises is permissible under any applicable planning law and regulations;
- 6.1.8. sell or make any application to any authority or court for permission to sell any fermented spirituous or other alcoholic beverages or liquors without the consent in writing of the Lessor;
- 6.1.9. hold any auction, fire or bankruptcy sale on the Premises without the consent in writing of the Lessor;
- 6.1.10. bring upon the Premises any heavy machinery or other plant or equipment not reasonably necessary or proper for the conduct of the Lessee's use of the Premises as herein provided and in no event shall any such machinery plant or equipment be of such a nature or size as to cause any structural or other damage to the floors or walls or any other part of the Premises.
- 6.1.11. use the Premises in a manner which causes structural or other damage to the floors or walls or any part of the Premises.

- 6.1.12. alter any locks to the building or Premises without the written consent of the Lessor.
 - 6.1.13. install or erect any external shutters, external blinds, external antennas or any other structure, apparatus or device or otherwise change the external appearance of the Premises without the consent of the Lessor.
 - 6.1.14. permit or suffer any of the Lessee's employees or visitors to do any of the acts, matters or things prohibited by sub-paragraph .1 to .13 inclusive of this sub-clause 6.1.
- 6.2 The Lessee must:
- 6.2.1 keep the Premises free of dirt, rubbish, pests and vermin;
 - 6.2.2 only use designated areas for depositing rubbish and trade waste and, to the extent that the Lessor certifies that the Lessee's use of the designated facilities is excessive or disproportionate, pay to the Lessor the cost of providing additional facilities or services;
 - 6.2.3 not obstruct fire doors and other points of egress from the Premises or Common Areas;
 - 6.2.4 other than for designated areas, not leave or deposit stock, rubbish or equipment on the Common Areas;
 - 6.2.5 not operate any electronic games or vending machines on the Premises without the prior written consent of the Lessor;
 - 6.2.6 in the event the Premises is a lot under a registered strata plan observe and perform any by-laws under the Strata Schemes Management Act 1996 applicable to the Premises.
- 6.1.15. at the termination of the lease the Lessee shall deliver to the Lessor all keys for the Premises.
 - 6.1.16. at all times ensure for the benefit of the Lessee's employees, workers and contractors that the Premises complies with the requirements of the Occupational Health and Safety Legislation.
- 6.3 The Lessee shall at all times conduct the business on the Premises as set out in **Item 5** of the Reference Schedule in accordance with the best methods and in an efficient, reputable and businesslike manner and shall keep current all licences and permits required for the carrying on of such

business, and provide all necessary staff, equipment and merchandise therefore.

- 6.4 The Lessee shall at its discretion conduct its business in the Premises during the regular customary days and hours for business of the type conducted by the Lessee (including all legal night trading times) provided that the Lessee shall not keep the Premises open at any time prohibited by law.
- 6.5 The Lessee shall keep the Premises (including display windows and signs) and immediate surroundings in a thorough state of cleanliness and shall not allow any accumulation of useless property or rubbish therein or adjacent thereto.
- 6.6 The Lessee shall comply promptly with and observe at his own expense all notices received from any statutory, public or other competent authority with respect to the Premises except such notices as would have been given irrespective of the Lessee's occupancy of the Premises and shall comply with all statutes, ordinances and regulations present or future affecting or relating to the use of the Premises PROVIDED THAT the Lessee will not be obliged to carry out structural repairs which are caused by structural design or structural building flaws and would have occurred or exist notwithstanding the use of the Premises by the Lessee in accordance with the terms of this Lease.
- 6.7 Should the Lessee receive any notice from any statutory, public or other competent authority with respect to the Premises the Lessee shall forthwith give notice thereof in writing to the Lessor.
- 6.8 Should there be any infectious illness in or about the Premises the Lessee shall forthwith give notice in writing thereof to the Lessor and thoroughly fumigate and disinfect the Premises at his own expense and to the satisfaction of any competent authority.
- 6.9 The Lessee shall keep all doors and other means of access to the Premises securely fastened on all occasions when the Premises are left unoccupied.
- 6.10 The Lessee shall ensure that at all times the Lessor shall have in its possession an address and telephone number at which the Lessee or a responsible representative of the Lessee can be reached at times when the Lessee or a responsible representative of the Lessee is not within the Premises.
- 6.11 The Lessee shall procure that the Lessee's employees shall do and perform the matters, acts and things required to be done or performed by sub-clauses .1 to .10 inclusive of this clause 6.

7. ALTERATIONS, REPAIRS AND MAINTENANCE:

7.1.1. The Lessee shall keep the Premises and all fittings and fixtures therein in good and tenable repair and condition, damage by fire, lightning, flood, storm, tempest and explosion excepted (save where any insurance moneys are irrecoverable by the Lessor by reason of the neglect, default or misconduct of the Lessee, his employees or visitors) and (subject always to sub-clause 7.1.3) in such repair and condition (except as aforesaid) yield up the Premises and all the Lessor's fixtures and fittings therein at the expiration or sooner determination of the term.

7.1.2. Prior to carrying out any repairs as aforesaid the Lessee shall obtain the Lessor's approval of the contractors or workmen whom the Lessee proposes to use to carry out such repairs.

7.1.3. Deleted

7.2 The Lessor shall have the right for itself, its servants, employees, agents, architects, surveyors, builders and workmen with all necessary materials, equipment and appliances from time to time to enter upon the Premises at all reasonable times and upon reasonable notice (but at any time and without any notice in any case which the Lessor reasonably considers an emergency):-

7.2.1 to use the whole or any part of the Premises for the purposes of effecting or carrying out any repairs alterations or additions or other work which the Lessor may consider necessary or desirable to any part of the Premises or the water, drainage and other facilities and services of the Premises;

7.2.2 to view the state of repair and condition thereof and make such reasonable investigations as the Lessor may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the covenants and conditions herein contained, and to serve upon the Lessee a notice in writing of any defect requiring him to repair the same in accordance with any covenant herein contained;

7.2.3 where the Lessee has failed to repair any defect within twenty-one (21) days of service of any notice requiring the Lessee to repair in accordance with that notice, to execute all or any of the required repairs as the Lessor shall think fit and without prejudice to the

Lessor's other remedies the Lessee shall pay to the lessor the cost of such repairs and of any insurances or other ancillary expenses within seven (7) days of the Lessor notifying the Lessee of the amount thereof;

7.2.4 for the purpose of complying with the terms of any present or future legislation affecting the Premises or of any notice served upon the Lessor or Lessee by any statutory, public or other competent authority;

7.2.5 for the purpose of exercising any of the powers and authorities of the Lessor under this Lease;

7.2.6 in the event of the Premises being destroyed or damaged, for the purpose of rebuilding the Premises or making them fit for occupation and use thereof by the Lessee and by the other occupiers thereof.

AND in exercising its rights under this Lease the Lessor shall endeavour so far as possible to cause a minimum of interference with the use and occupation of the Premises by the Lessee.

7.3 The Lessee shall not, without the previous consent in writing of the Lessor (which consent shall not be unreasonably withheld) make any alteration or addition to or installation in the Premises and shall in the course of any alteration, addition or installation made with the consent of the Lessor observe and comply with the requirements of the Lessor and all authorities having jurisdiction or authority in respect of the same.

7.4 The Lessee shall not without the written consent of the Lessor make any alterations to the electrical, gas, water, oil, air-conditioning and ventilation or other installations in or to the Premises.

7.5 The Lessee shall forthwith give notice to the Lessor of any damage that may occur to the Premises and of any accident to or defects in the water, gas or oil pipes, electrical wiring, air conditioning, or in any other fittings, fixtures or facilities provided by the Lessor.

7.6 The Lessee shall not without the prior written consent of the Lessor (which consent shall not be unreasonably withheld) affix anything to, drive nails or screws into, or any way damage or deface any floors, ceilings or walls in the Premises.

7.7 The Lessee shall at the expiration or sooner determination of the Lease remove at the Lessee's own expense all signs, advertisements or notices inscribed, painted or affixed by the Lessee (or by the Lessor at the Lessee's request) on or in any part of the Premises and shall make good

to the satisfaction of the Lessor any damage or disfigurement existing after such removal. In the event that the Lessee shall fail to make good any such damage or disfigurement any such damage or disfigurement may be made good by the Lessor and the Lessee shall pay to the Lessor the cost thereof within seven (7) days of the Lessor notifying the Lessee in writing of the amount thereof.

- 7.8 The Lessee shall take all reasonable precautions to keep the Premises free from rodents, vermin, insects and the like and in the event of his failing so to do the Lessee shall if and so often as required by the Lessor at the cost of the Lessee employ pest exterminators approved by the Lessor to eradicate the same.
- 7.9 The Lessee shall maintain all lighting in the Premises and shall forthwith replace any spent or damaged globes or tubes.
- 7.10 The Lessee shall forthwith make good in a proper and workmanlike manner any damage caused by the Lessee or the Lessee's employees, servants or agents in or to the Common Areas, and shall not do any act or thing likely in any way to cause any damage to the common areas.

8. INSURANCE:

- 8.1 The Lessee shall effect and keep in force:-
- 8.1.1 A policy of insurance covering all structural additions and improvements made by the Lessee, all trade and tenant's fixtures and all merchandise and other goods and money of the Lessee in or upon the Premises to the full replacement value thereof against loss or damage by fire, explosion, lightning, flood, storm, tempest, water, aircraft (including articles dropped therefrom), vehicles, riot, civil commotion and malicious damage and for a reasonable amount against loss or damage by sprinkler leakage and burglary.
- 8.1.2 A public risk policy in the names of the Lessor and of the Lessee for their respective rights and interests in the sum of not less than the amount specified in **Item 7** of the Reference Schedule to the Lease bearing an endorsement agreeing to extend the indemnity under the said policy so far as not already covered to include claims arising out of any contract or indemnity under the Lease. The Lessor shall have the right at such times as the Lessor may consider necessary to review the minimum amount of public risk insurance aforesaid and to require the Lessee to increase such cover to a reasonable amount which the Lessor shall nominate. Upon such being made by the Lessor the amount set out in **Item 7** of the Reference Schedule to this Lease shall be deemed to be varied accordingly.

- 8.2 The Lessee shall effect and keep in force in the joint names of the Lessor and the Lessee for their respective rights and interests a policy of insurance covering all plate glass in shopfronts, windows, doors and display cases and any doors and windows framing such plate glass against breakage or damage from any cause (except damage by fire) to the full replacement value thereof.
- 8.3 In the case of any loss or damage arising from any cause covered by such insurances the Lessee shall immediately expend the moneys received by virtue of such insurances in restoring and/or reinstating and/or making good the same and in case such moneys shall be insufficient for the purpose the Lessee shall make good any such deficiency from his own funds.
- 8.4 The Lessee shall not at any time during the said term do, permit or suffer to be done any act, matter or thing upon the Premises whereby any insurances in respect thereof whether effected by the Lessee or the Lessor may be vitiated or rendered void or voidable or (except with the approval in writing of the Lessor) whereby the rate of premium on any insurance shall be liable to be increased.
- 8.5 Without prejudice to the generality of the preceding sub-clause the Lessee shall not (other than in accordance with the specified use of the Premises approved by the Lessor) store chemicals, inflammable liquids, acetylene gas or alcohol, volatile or explosive oils, compounds or substances upon the Premises or use any of such substances or fluids in the Premises for any purpose.
- 8.6 The Lessee shall from time to time as and when required by notice in writing from the Lessor pay all extra premiums of insurance of the Premises and their contents if any be required on account of any extra risk caused by the use to which the Premises are put by the Lessee and approved by the Lessor.
- 8.7 The Lessee shall at his own cost comply with all laws, regulations and ordinances relating to fire and the prevention thereof, and with all requirements of the Lessor's and/or the Lessee's insurance company relating to fire insurance for the Premises.
- 8.8 All policies of insurance liable or required to be effected by the Lessee under the Lease shall be taken out with an insurance office or company approved by the Lessor.
- 8.9 The Lessee shall in respect of any policy of insurance to be effected by the Lessee hereunder at any time if so required by the Lessor forthwith produce to the Lessor the Policy of Insurance and the receipts for the

premium paid therefor for the current year of insurance.

9. ASSIGNMENTS, SUBLETTING:

- 9.1 The Lessee shall not assign or transfer the Lease but may sublet the Premises or any part thereof only with first obtaining the written consent of the Lessor which consent shall not be unreasonably withheld if:-
- 9.1.1 The Lessee is not at the time of giving such notice or thereafter in default in the observance or performance of the covenants and agreements on the Lessee's part express or implied;
- 9.1.2 The Lessee proves to the satisfaction of the Lessor that the sub lessee under the intended subletting (hereinafter called "the sub lessee") is a respectable, responsible and solvent person capable of carrying on the business proposed to be carried on by him in the Premises in an efficient profitable and businesslike manner and of at least equal financial and trading standing to the Lessee;
- 9.1.3 The assignee enters into a covenant with the Lessor in the form required by the Lessor that he will duly perform and observe all covenants and agreements on the Lessee's part;
- 9.1.4 The assignee furnishes to the Lessor such guarantee or guarantees of the performance of his obligations under the Lease as the Lessor shall reasonably require;
- 9.1.5 The assignee complies with the Lessor's requirements in relation to the documentation, stamping and registration of the intended assignment;
- 9.1.6 The Lessee pays to the Lessor a reasonable fee to cover administrative expenses including in any case where the Lessor may have appointed a Managing Agent the fees of such Managing Agent and also its reasonable costs and disbursements of and incidental to the giving of its consent;
- 9.1.7 The Lessee enters into a deed in the form required by the Lessor under which he releases the Lessor from all claims which the Lessee then has, or may thereafter have, against the Lessor in respect of or in any way arising from the Lease.
- 9.2 If the Lessee is a company other than a company whose shares are listed on any Australian Stock Exchange the Lessee shall not without the prior written consent of the Lessor register record or enter in its books any transfer of any share or shares in the capital of the Lessee or deal with any beneficial interest in any such share or shares or issue any new

share or shares or take or attempt to take any action having the effect of altering the effective control of the Lessee or having the effect that upon such registration or issue the shareholders of the Lessee at the date of the Lease then together beneficially shall hold or control less than 51% of the voting rights or capital in the Lessee.

10. INDEMNITIES:

10.1 The Lessee shall and does hereby indemnify the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor shall or may be or become liable in respect of or arising from:-

10.1.1 the negligent use, misuse, waste or abuse by the Lessee his employees, invitees or visitors of the water, gas, electricity, oil, lighting and other services and facilities in the Premises;

10.1.2 overflow or leakage of water (including rain water) in or from the Premises, but having origin within the Premises, caused or contributed to by any act or omission on the part of the Lessee his employees, invitees or visitors;

10.1.3 loss, damage, injury or death from any cause whatsoever to property or person caused or contributed to by the use of the Premises by the Lessee or his employees, invitees or visitors;

10.1.4 loss, damage, injury or death from any cause whatsoever to any property or person within or without the Premises occasioned or contributed to by any act, negligent omission, neglect, breach or default of the Lessee his employees, invitees or visitors; and

10.1.5 any accident or event occurring within the Premises (except where the same has resulted from negligence on the part of the Lessor, its agents, servants, contractors or employees).

10.1.6 any breach by the Lessee of his obligations under Clause 6 of this Lease.

10.1.7 loss, damage or injury arising by reason of the Lessor dealing with any chattels, tenant fixtures or equipment by the Lessor in accordance with clause 13.4.

10.2 The Lessee agrees to occupy and use the Premises at the risk of the

Lessee and hereby releases to the full extent permitted by law the Lessor and its employees, agents and contractors in the absence of any negligence on its and/or their part from all claims and demands resulting from any accident or event occurring within the Premises.

- 10.3 If any property which may be in the Premises during the said term shall be injured or damaged by water, heat, fire, vermin or otherwise howsoever, no part of the loss or damage occasioned thereby shall be borne by the Lessor whether the same shall occur by reason of any defect in the construction of the Premises or any fittings or apparatus therein or otherwise howsoever unless the same shall occur as a result of the negligence of the Lessor or its servants or agents.

11. AIRCONDITIONING:

- 11.1 Where any, plant, machinery or equipment for heating, cooling or circulating air (all of which are herein included in the expression " air-conditioning plant" is provided or installed in or to the Premises by the Lessor:-

11.1.1 The Lessor shall reasonably endeavour to ensure that the air-conditioning plant is kept working and reasonably available for the use of the Lessee during the times that the Lessee is open for business (delays or stoppages due to repairs, maintenance, strikes, accidents or other unavoidable causes excepted). Nothing herein contained or implied shall be construed as imposing on the Lessor any liability to keep the air-conditioning plant working outside normal business hours.

11.1.2 The Lessee will at all times comply with and observe the reasonable requirements of the Lessor in regard to the air-conditioning plant and will not do or permit to be done anything in relation to the same or otherwise which might interfere with or impair the efficient operation of the air-conditioning plant.

11.1.3 If the air-conditioning plant fails to function for any reason the Lessee shall not by reason of such failure be entitled to determine this Lease nor shall the Lessee have any right of action or claim for compensation or damages against the Lessor in respect thereof.

11.1.4 The Lessee shall allow the Lessor and its authorised employees servants agents and contractors to enter the premises at any time to examine give maintenance attention to and repair as well as to install or replace all or any of the air-

conditioning plant.

12. HEADLEASE AND/OR OTHER INTERESTS AND COVENANTS BY THE LESSOR:

- 12.1 The Lessee shall at all times during the term permit the Lessor and any person having any estate or interest in the Premises superior to or concurrent with the Lessor to exercise and carry out the Lessor's powers and obligations herein contained.
- 12.2 In the event of a person other than the Lessor becoming entitled to receive the rents hereby reserved either by operation of law or otherwise the Lessee agrees that such person shall have the benefits of all covenants and agreements on the part of the Lessee hereunder and the Lessee at the cost of the Lessor shall enter into such covenant with such other person in that regard as the Lessor may reasonably require.
- 12.3 The Lessor shall not permit the Lessee's estate or interest hereunder to be determined by reason of the determination of any superior estate or interest due to default by the Lessor under any headlease of or including the Premises.
- 12.4 The Lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants obligations and provisions in the Lease on the part of the Lessee to be observed and performed shall and may peaceably possess and enjoy the Premises for the term without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by from or under the Lessor.

13. DEFAULT, TERMINATION AND ALLIED MATTERS:

- 13.1 In case -
- 13.1.1 the rent or any other moneys hereby payable by the Lessee or any part thereof shall be in arrear and unpaid for the period of twenty one (21) days next after any of the days appointed for payment thereof as aforesaid (whether demanded or not); or
- 13.1.2 the Lessee neglects for fails to perform and observe any of the covenants, conditions or agreements contained in the Lease which on the part of the Lessee are or ought to be performed; or
- 13.1.3 the repairs properly required by any notice given by the Lessor under the Lease are not completed by the Lessee

within the time therein specified; then and in any of the said cases the Lessor may immediately thereupon or at any time thereafter and without any notice or demand re-enter (forcibly if necessary) the Premises or any part thereof and thereby determine the Lessee's estate and interest therein and expel and remove the effects of the Lessee and those claiming under the Lessee without being guilty of any manner of trespass and thereupon the lease shall determine and cease but without releasing the Lessee from liability in respect of the breach or non-observance of any covenant, agreement, condition or stipulation herein contained or any non-payment of rent hereunder.

- 13.2 The Lessor may but shall not be obliged to remedy at any time without notice any default by the Lessee under the Lease and whenever the Lessor so elects all costs and expenses incurred by the Lessor (including legal costs and expenses on a Solicitor and own client basis) in remedying any default shall constitute a liquidated debt and shall be paid by the Lessee to the Lessor on demand.
- 13.3 Upon the Lessor becoming entitled to re-enter the Premises pursuant to any provisions of the Lease the Lessee shall forthwith remove from the premises all goods (which expression where hereinafter used shall include personal property of every description) which may be thereon or therein and in default of the Lessee effecting such removal the Lessor upon entering into possession of the Premises may remove all such goods from the Premises to such place or places as to the Lessor may seem fit and without limiting the generality of the foregoing shall be deemed to have the authority of the Lessee to deposit the same in the name and at the expense of the Lessee with a warehouseman selected by the Lessor and in going so the Lessor shall not be liable or responsible for loss or damage to or warehousing expenses in respect of the whole or any part of such goods which shall be at the Lessee's risk and expense at all times and all costs and expenses incurred by the Lessor in such removal and deposit shall notwithstanding that the Lease shall then have terminated be and be deemed to be a liquidated debt payable by the Lessee to the Lessor upon demand.
- 13.4 The Lessee appoints and confers upon the Lessor irrevocable authority to act as its agent and attorney with full authority to enter the Premises seven days after the lease has been terminated to remove, dispose, sell; vend, abandon, alter or at the Lessee's expense and sole risk, transport and/or store, as determined at the Lessor's absolute discretion, any chattels, tenant fixtures or equipment left and remaining on the Premises and the Lessee agrees and consents to any proceeds received by the Lessor on such disposal or sale of the chattels, tenant fixtures and/or equipment to be applied to payment of any costs relating to any such

removal, disposal, sale, transport or storage incurred by the Lessee including legal costs for advice or dealing with claims or third party interests in relation to such chattels, equipment and tenant fixtures. The Lessee is hereby irrevocably authorised and at liberty to pay, apply and/or set-off against any outstanding rent, outgoings or monies due or owing under the terms of this Lease any monies derived or received by the Lessor pursuant to this clause for the sale or disposal of the said chattels, equipment and tenant fixtures.

- 13.5 No consent or waiver express or implied by the Lessor to or of any breach of any covenant, condition or duty of the Lessee shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach by the Lessee shall be implied from the Lessor's failure to exercise its rights or any of them in respect of such breach.
- 13.6 Without prejudice to the rights, powers and remedies of the Lessor otherwise under the Lease the Lessee shall pay to the Lessor interest at the rate as hereinafter provided per annum on any moneys due but unpaid for seven (7) days by the Lessee to the Lessor on any account whatsoever chargeable until payment of such moneys in full and to be recoverable in like manner as rent in arrears. The rate of interest for the purposes of this clause shall be that rate equal to the highest rate from time to time being charged by the Commonwealth Bank of Australia for unsecured overdrafts of any amount.

14. ESSENTIAL TERMS

- 14.1 Each of the covenants by the Lessee which are specified in this paragraph are essential terms of the Lease:
- 14.1.1 Clause 3.2 to pay the rent.
 - 14.1.2 Clause 3.4 to pay GST if it applies.
 - 14.1.3 Deleted.
 - 14.1.4 Clause 6 hereof inter alia relating to the use of the demised Premises.
 - 14.1.5 Clause 7 inter alia relating to maintenance and repairs.
 - 14.1.5 Clause 8 hereof inter alia relating to insurance.
 - 14.1.6 Clause 9 hereof inter alia relating to assignment sub-letting or otherwise of the demised Premises.

- 14.1.7 Clause 16 hereof inter alia relating to signage and advertising.
- 14.2 In respect of the Lessee's obligation to pay rent, the acceptance by the Lessor of arrears or of any late payment of rent shall not constitute a waiver of the essentiality of the Lessee's obligation to pay rent in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay rent during the Lease term.
- 14.3 The Lessee covenants to compensate the Lessor in respect of any breach of an essential term of the Lease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including to terminate the Lease).
- 14.4 In the event that the Lessee's conduct (whether acts of omissions) constitutes a repudiation of the Lease (or of the Lessee's obligations under the Lease) or constitutes a breach of any Lease covenants, the Lessee covenants to compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.
- 14.5 The Lessor shall be entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire term of the Lease.
- 14.6 The Lessor's entitlement to recover damages shall not be affected or limited by any of the following,
- 14.6.1 If the Lessee shall abandon or vacate the Leased Premises;
- 14.6.2 If the Lessor shall elect to re-enter or to terminate the Lease;
- 14.6.3 If the Lessor shall accept the Lessee's repudiation;
- 14.6.4 If the parties' conduct shall constitute a surrender by operation of law.
- 14.7 The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Lease term, including the periods before and after the Lessee has vacated the Leased premises, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in paragraph 14.6 whether the proceedings are instituted either before or after such conduct.

14.8 In the event of the Lessee vacating the Leased premises, whether with or without the Lessor's consent, the Lessor shall be obliged to take reasonable steps to mitigate his damages and to endeavour to lease the Premises at a reasonable rent and on reasonable terms. The Lessor's entitlement to damages shall be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this paragraph. The Lessor's conduct taken in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Lessee's breach of repudiation of a surrender by operation of law.

15. GENERAL:

15.1 In the event of the Lessee holding over after the expiration or sooner determination of the term with the consent of the Lessor the Lessee shall become a monthly tenant only of the Lessor at a monthly rental equivalent to one twelfth of the annual rent for the Premises as at the date of the expiration or sooner determination of the term payable during the immediately preceding lease year and otherwise such monthly tenancy shall be on the same terms and conditions mutatis mutandis as those herein contained so far as applicable.

15.2 Any notice required to be served on the Lessor hereunder shall be served by sending the same by prepaid registered post addressed to the Lessor at the address of the Lessor hereinbefore set forth or at such address as the Lessor shall from time to time by notice in writing to the Lessee nominate and any notice required to be served or which the Lessor may elect to serve on the Lessee or any Guarantor (as the case may be) shall be sufficiently served if served personally or it left addressed to the Lessee or the Guarantor (as the case may be) on the Premises or if forwarded by prepaid post to the last known place of business or abode of the Lessee or the Guarantor (as the case may be) and any notice sent by post shall be deemed to be given at the time when it ought to be delivered in the due course of post.

15.3 The Lessee shall pay all stamp duty on the Lease and fifty (50) percent of all the Lessor's legal and other costs, charges and expenses of and incidental to the preparation, completion, stamping and registration of the Lease and one hundred (100) percent of any assignment, subletting, surrender or termination (otherwise than by effluxion of time) thereof and the consent of any person (including that of a mortgagee) whose consent may be required and any Certificate of Registration required by the Lessor and in case of default by the Lessee in observing or performing any of his covenants in the Lease contained or implied, the Lessee shall pay to the Lessor all legal and other costs (such legal costs to be assessed on a solicitor and own client basis), charges and expenses for which the lessor shall become liable in consequence of or in connection

with such default.

15.4 The Lessee shall at all reasonable times permit the Lessor exhibit to prospective tenants or purchasers the Premises and shall at all times within the three months immediately preceding the termination of the Lease allow the Lessor affix and exhibit where the Lessor shall think fit at any time the usual "To Be Let" or "For Sale" notice as the case may be and in each case with the name and address of the Lessor and or its agent thereon and the Lessee shall not remove any such notice without the written consent of the Lessor.

15.5 Nothing contained herein shall be deemed or construed as creating the relationship of partnership or of principal and agent or of joint venture between the parties hereto.

16. SIGNAGE & ADVERTISING:

16.1 The Lessee shall not inscribe, paint, or affix any sign, advertisement or notice on any part of the Premises without the consent in writing of the Lessor, who may reasonably prescribe the size and location of any such sign PROVIDED THAT the consent of the Lessor shall be deemed to have been given to all ordinary signage of the Lessee (not including signwriting painted, inscribed or affixed to the Premises) normally used in the Lessee's trade or business as set out in **Item 5** of the reference Schedule

16.2 The inscribing, painting, or affixing of signs, advertisements or notices referred to in sub-clauses 16.1 above shall be subject to the requirements if any, of ANY municipal or shire council or any other relevant statutory authority and the Lessee will at its own cost and expense procure any necessary forms of consent in respect to such signs, advertisements or notices.

17. WHOLE AGREEMENT OF RELATIONSHIP

The covenants, provisions, terms and agreements contained herein expressly or by statutory implication cover and comprise the whole of the agreement between the Lessor and the Lessee and the Lessor and the Lessee expressly agree and declare that no further or other covenants, provisions, terms or agreements, whether in respect of the Premises or otherwise, shall be deemed to be implied herein or to arise between the Lessor and the Lessee by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by or on behalf of the Lessor or the Lessee on or prior to the execution hereof and any such implications or collateral or other agreement is hereby negated.

18. SECURITY

18.1 As security for the performance of its obligations under the Lease the Lessee must afford to the Lessor either a bank guarantee or a cash security deposit as specified in **Item 9** and for the amount specified in **Item 9** of the Schedule.

18.2 If the security comprises a bank guarantee:

- (a) it must be issued by a Bank and be in terms to the Lessor's reasonable satisfaction;
- (b) if the Lessee defaults under the Lease the Lessor may present and demand payment under the bank guarantee and apply so much of the monies as is necessary to remedy the default and to indemnify the Lessor for all loss it sustains as a consequence of the default and any monies not immediately applied or at the discretion of the Lessor, required by the Lessor towards monies owing to the Lessor pursuant to the terms of this Lease shall be dealt with and applied as a security deposit for the purposes of clause 18.3;
- (c) if the Lessor calls up any money under the bank guarantee or monies forming a security deposit in accordance with the preceding sub-clause (b), the Lessee must within fourteen days of notice from the Lessor of the amount called up forward to the Lessor a guarantee in identical terms to the guarantee which was called up for the full amount or a top up amount to reach the full amount;
- (d) the Lessor may require the Lessee to increase the amount of the Bank guarantee by the corresponding percentage increase in the annual base rent on each anniversary of the starting date of the Lease.

18.3 If the security comprises a cash deposit:

- (a) it must be invested by the Lessor in a Bank on trust for the Lessor and the Lessee in an interest bearing deposit. Interest earned on the deposit must be capitalised. The investment of the deposit is to be made by the Lessor in good faith but the Lessor is not responsible for the loss of the deposit if the Bank becomes insolvent;
- (b) if the Lessee defaults under the Lease the Lessor may call up so much of the cash deposit as is necessary to remedy the default and to indemnify the Lessor for all loss it sustains as a consequence of the default.
- (c) if part of the deposit is called up the Lessee must within seven days of receipt of notice from the Lessor specifying in reasonable detail the amount received, lodge further money with the Lessor (to be invested

with the Bank) to make up the security deposit to the original amount;

- (d) the Lessor may require the Lessee to increase the amount of the security deposit by the corresponding percentage increase in the annual base rent on each anniversary of the starting date of the Lease.

18.4 If the Lease is supported by guarantees (whether in addition to or instead of the security referred to above) then it is a condition of this Lease that such guarantees remain current and effectual for the whole of the Term.

19. **GUARANTEE AND INDEMNITY**

19.1 The Guarantors specified in **Item 10** of the Schedule acknowledges that the Lease has been granted to the Lessee at his or her request and in consideration of the grant covenants for himself, or herself, his or her executors, administrators, assigns and successors with the Lessor as follows:

- (a) the Guarantors unconditionally guarantees to the Lessor the payment, when demanded from the Guarantors, of every sum of whatever nature payable by the Lessee to the Lessor pursuant to the Lease;
- (b) if the Lessee fails to perform any of the covenants in the Lease the Guarantor indemnifies the Lessor from and against all actions, loss, claims, costs and damages arising out of any such non-performance.

19.2 This guarantee and indemnity remains in full force and effect notwithstanding termination or transfer of the Lease until such time as the Lessor receives in full all of the money it is entitled to receive under the terms of the Lease.

19.3 The guarantee and indemnity is not affected by any of the following:

- (a) any variation with or without the consent or knowledge of the Guarantors of any of the covenants of the Lease;
- (b) any breach of the obligations of the Lessee with or without the consent or knowledge of the Guarantors or the Lessor;
- (c) the granting by the Lessor of any time, concession or indulgence to the Lessee for the performance of any of the Lessee's obligations;
- (d) the insolvency or bankruptcy of the Lessee, or the appointment of a receiver manager or other "controller";
- (e) the termination surrender or other determination of the Lease consequent upon a default by the Lessee;
- (f) the assignment, sub-letting, transferring or parting with possession of

the Premises by the Lessee;

- (g) the absence of any notice to the Guarantors of default by the Lessee in respect of the Lease; or
- (h) any other circumstance or thing which but for this provision might determine or impair the operation of this guarantee and indemnity.

19.4 The liability of the Guarantors is not affected by any claim or right to set-off or cross-action which the Lessee may have or claim to have against the Lessor on any account nor is the Guarantors entitled to set-off against the Lessor.

19.5 The Guarantors acknowledges that the obligations of the Guarantors contained in this guarantee and indemnity extend to and include the payments and obligations for which the Lessee is liable under any equitable lease or common law lease (or other form of tenure) in respect of the Premises between the Lessor and the Lessee.

20. GOODS AND SERVICES TAX - GENERAL

20.1 In addition to the obligation of the Lessee to pay to the Lessor any GST on the rent and outgoings pursuant to this lease the Lessee shall also be liable to pay and shall pay to the Lessor upon demand any other GST which is levied, paid or payable by the Lessor on any form of taxable supply under the terms of this lease imposed or levied from goods and services tax legislation.

20.2 The Lessor shall provide a taxable invoice to the Lessee identifying the taxable supply and the goods and services tax component of the taxable supply referred to in clause 21.1 above.

21. OPTION FOR FURTHER TERMS:

21.1 Should the Lessee desire to take a renewed lease of the Premises from the expiration of the term of this lease for the further term set out in **Item 6** of the Reference Schedule and serve upon the Lessor not more than six (6) months nor less than three (3) months prior to the expiration of the term hereof a notice in writing to that effect and if the Lessee during the term of this Lease shall have duly and punctually paid the rent hereby reserved and shall have observed and duly performed the covenants of this Lease and shall not at the date of service of such notice nor at the date of expiration of this Lease be in breach of any of the covenants terms and conditions of this Lease, then the Lessor shall at the expense of the Lessee grant to the Lessee a renewed Lease of the Premises for the further term set out in **Item 6** of the Reference Schedule containing the same covenants and conditions as this lease EXCEPT this subclause 21.1, subclause 26.1 and subclause 26.2 which shall be deleted therefrom.

21.2 The rent for the first year of any renewed lease granted pursuant to the

preceding subclauses hereof shall be the greater of the rent resulting from the application of the provisions of clause 3.2 hereof to the rent payable by the Lessee in the final year of this Lease and the current market rent for the Premises assessed on the basis of the Premises with vacant possession between a willing Lessor and willing Lessee.

- 21.3 Should the Lessee not agree with the commencing rent for the renewed term ("the renewed rent") as determined to be the market rent of the Premises by the Lessor and give notice in writing of such disagreement to the Lessor within 21 days of being advised by the Lessor of its renewed rent (in respect of which time shall be of the essence) then such rent shall be determined by a qualified valuer to be agreed upon between the parties hereto (and in default of such agreement to be appointed by the President for the time being of the New South Wales Division of the Australian Institute of Valuers and Land Administrators (Incorporated) acting as an expert and not as an arbitrator and the decision of any valuer so appointed shall be final and binding upon the parties hereto. The costs of any such valuer shall be borne equally by the Lessor and the Lessee.

22. **COMMON AREAS**

The Lessor may from time to time prescribe rules for the use of the Common Areas on matters including security, keys, hours of access and the Lessee agrees to abide by such rules provided such rules do not substantially and adversely interfere with the reasonable use and enjoyment of the Premises.

23. **STRATA SUBDIVISION**

- 23.1 The Lessor may lodge at the Lessor's discretion a plan of strata subdivision of the Land and the Premises may at the Lessor's discretion become a lot in the registered plan of strata subdivision.

- 23.2 Upon reasonable notice being provided to the Lessee the Lessee shall allow a surveyor nominated by the Lessor to enter upon the Premises for the purposes of preparing a proposed plan of strata subdivision for the Land.

- 23.3 The Lessee shall execute any forms or consents required by the Lessor to enable the Lessor to strata subdivide the Land and make the Premises a lot within the strata subdivision.

- 23.4 In the event the Premises becomes a lot in a strata subdivision the Lessee acknowledges and agrees that the boundaries of the Premises shall be measured from the internal surfaces of the walls, ceilings and floor of the Premises or as otherwise delineated in the registered strata plan.

- 23.5 In the event the Premises are subdivided into two self contained strata offices the rental shall be apportioned on the newly created lots forming the Premises

on an area basis.

24. **GOVERNING LAW**

This Agreement shall be construed and take effect in accordance with the laws of the State of New South Wales. Each of the parties hereto submits to the jurisdiction of the Courts of that place including all Courts of Appeal therefrom and this clause may be pleaded as a bar to action or suit brought in any Court in any other place in the world.

25. **ACKNOWLEDGMENTS BY LESSEE**

The Lessee acknowledges that the Lessee does not rely on any representation made by the Lessor or the Lessor's agents in respect to the use or proposed uses of the property by the Lessee, the suitability of the property for the Lessee's use or proposed use or the requirements of any statutory or government authority in relation to the Lessee's use or proposed of the Premises and the Lessee hereby confirms and warrants to the Lessor that it has made its own inquiries and has satisfied itself in respect to such matters.

26. **SPECIAL COVENANTS**

26.1 The Premises do not include any carspaces which may form part of Lot 6 in Strata Plan 41286 except for the common property car park . The Lessor may at the discretion of the Lessor enter into a separate license agreement for carspaces.

26.2 Notwithstanding anything to the contrary contained in this Lease the following outgoings amounts for the purposes of clause 4 shall be as follows for the following types of outgoings for the term of this Lease:-

- (a) Administrative strata levies per quarter – NOT APPLICABLE
- (b) Council rates per quarter – NOT APPLICABLE
- (c) Water rates excluding water usage per quarter – NOT APPLICABLE

27. Notwithstanding any other provision of this lease the lessee shall at their own expense be solely responsible for all repairs or major works whatsoever which may include and not limited to any works whatsoever that a statutory body e.g. such as Lake Macquarie Council or Hunter Water may request, *except for any structural works.*

28. The lessee must at their own expense , if required by law or regulation by

Lake Macquarie Council or Hunter Water or any other body whatsoever obtain the necessary approval or any Development Approval or alterations to the premises before trading commences or alterations commence.

~~29. The landlord hereby grants the lessee a rent free period as set up period from the date of occupation to 14th April 2020.~~

de. s.

~~14th April 2020~~

REFERENCE SCHEDULE

Item 1: Term of Lease (Clause 3 of Lease)

FIVE (5) Years

Item 2: Date of Commencement (Clause 3)

15 August 2020

Item 3: Date of Termination (Clause 3 of Lease)

14 August 2025

Item 4: Rent (Clause 3 of Lease)

(a) Rent EACH YEAR commencing on 15 August 2020 AND EVERY YEAR THEREAFTER and ending on 14 August 2025 is \$26,071.42 per annum with annual 4 % increases after the first year.

(b) Rent increases and review . Annual 4% increases on the anniversary of the lease.

(c) *Rent is payable monthly in advance \$2,172.62 per month*

Item 5: Lessee's Trade or Business & Use of Premises (Clause 6 of Lease)

Bait ,Tackle and office (bookkeeping)

Item 6: Option Term (Clause 21 of Lease)

Not Applicable

Item 7: Public Risk Insurance (Clause 8 of Lease)

Ten Million dollars (\$ 10, 000, 000)

Item 8: Percentage Share Outgoings (Clause 4 of Lease)

NIL (00.00%)

Item 9: **Security (Clause 18 of the Lease)**
NIL

Item 10: **Guarantors (Clause 19 of the Lease)**

NOT APPLICABLE.

Item 11: **Premises (Clause 1)**

All those SHOP PREMISES being Lot 6
Plan 41286 AND known as shop Lot 6 76-78 Pacific Hwy SWANSEA
NSW 2281

Item 12: **Land (Clause 1)**
LOT 6 STRATA PLAN 41286

DISCLOSURE STATEMENT - FORM 1

Landlord	AANGELO ANDREW MYLONAS and LYNETTE MARTHA MYLONAS
Tenant	SKM BOOKKEEPING PTY LTD
Premises	Lot 6 Strata Plan 41286 Shop 6 78 Pacific Hwy SWANSEA NSW 2281

KEY DISCLOSURE ITEMS

- 1 Annual base rent under the lease** \$ 26,071.43 p.a.
 See item 10.1 Including/excluding GST

- 2 Is rent based on turnover payable by the tenant in year 1** Yes
 See item 12 No

- 3 Total estimated outgoings/operating expenses, promotion and marketing costs and contributions to sinking fund for the tenant in year 1** \$ NIL p.a.
 See Item 14.2 and Part 6 Including/excluding GST

- 4 Term of the lease** 5 years months
 See item 5.2

- 5 Commencement date is** 15 / 08 / 2020
 See item 5.1 Actual/estimated
[Insert the commencement date, or details of how the commencement date is to be determined, e.g. on receipt of council approval]

- 6 Handover date is** Jan 2020
 See item 7.1 Actual/estimated
[Insert the handover date, or details of how the handover date is to be determined, e.g. on receipt of council approval]

- 7 Does the tenant have an option to renew for a further period (to be exercised in the manner specified, on or before the last date stated in the option clause)** Yes - see item 6.1
 See item 6 No

- 8 Does the lease provide the tenant with exclusivity in relation to the permitted use of premises** Yes
 See item 2.2 No

CONTENTS

Part 1	Premises
Part 2	Lease term and option/s to renew lease
Part 3	Works, fitout and refurbishment
Part 4	Rent
Part 5	Outgoings/Operating expenses
Part 6	Other costs
Part 7	Alteration works (including renovations, extensions, redevelopment, demolition)
Part 8	Trading hours
Part 9	Retail shopping centre details
Part 10	Group of premises
Part 11	Other disclosures
Part 12	Landlord acknowledgments and signing
Part 13	Tenant acknowledgments and signing
Part 14	Attachments

PART 1 — PREMISES

1 Premises details

1.1 Street address of premises

[Insert street address of premises and, as applicable, shop number, name of the building/centre in which the premises is located, street address of the building/centre]

As top of page 1

1.2 Plan of premises (if available)

[Insert description of premises by reference to a prepared plan.]

Not available

1.3 Lettable area of the premises (in m²)

New premises - approximately _____ m²

Existing premises - at 120 m²

Will a survey be conducted?

Yes No

Attach the plan to this disclosure statement at item 38.1

1.4 Existing structures, fixtures, plant and equipment in the premises provided by the landlord at the cost of the landlord (excluding any works, fitout and refurbishment described in Part 3)

[Select as appropriate]

- | | |
|--|--|
| <input type="checkbox"/> air conditioning | <input type="checkbox"/> telephone |
| <input type="checkbox"/> plastered walls | <input type="checkbox"/> mechanical exhaust |
| <input type="checkbox"/> cool room/freezer | <input checked="" type="checkbox"/> water supply |
| <input type="checkbox"/> shop front | <input type="checkbox"/> painted walls |
| <input type="checkbox"/> floor coverings | <input type="checkbox"/> waste |
| <input checked="" type="checkbox"/> sink | <input type="checkbox"/> electrical distribution load (3 phase) |
| <input type="checkbox"/> grease trap | <input type="checkbox"/> electrical distribution load (single phase) |
| <input type="checkbox"/> sprinklers | <input type="checkbox"/> separate utility meter — gas |
| <input type="checkbox"/> hot water service | <input checked="" type="checkbox"/> separate utility meter — water |
| <input type="checkbox"/> suspended ceilings | <input type="checkbox"/> separate utility meter — electricity |
| <input checked="" type="checkbox"/> lighting | <input type="checkbox"/> other <i>[Please specify]</i> |
-
-

1.5 Services and facilities provided by the landlord for the benefit of the premises

[Select as appropriate]

- | | |
|---|--|
| <input type="checkbox"/> tenancy cleaning | <input type="checkbox"/> bin rooms |
| <input type="checkbox"/> common area cleaning | <input type="checkbox"/> child minding facilities |
| <input type="checkbox"/> common area lighting | <input checked="" type="checkbox"/> staff toilets |
| <input type="checkbox"/> security services | <input type="checkbox"/> other <i>[please specify]</i> |

Share toilet

1.6 Other special requirements of the tenant in relation to the premises

[Select as appropriate]

- | | |
|--|--|
| <input type="checkbox"/> air control | <input type="checkbox"/> floor loading |
| <input type="checkbox"/> delivery access | <input type="checkbox"/> wall loading |
| <input type="checkbox"/> drainage | <input type="checkbox"/> other <i>[please specify]</i> |
-
-

Note: The tenant should ensure that the nature of the services and facilities are suitable to the tenant's requirements.

2 Permitted use

2.1 Description of permitted use

Bait, tackle and office for bookkeeping

Note: The tenant should investigate if the proposed use of the premises is permitted under planning laws.

2.2 Is the permitted use described in item 2.1 exclusive to the tenant?

Yes No

2.3 Is there any restriction on the provision of any goods and services by the tenant?

Yes *[insert details]*

No

2.4 Do the premises meet all requirements of current health, safety, building and fire legislation for the permitted use?

Yes
 No
 Not known

3 Number of car parking spaces

3.1 Approximate total spaces 9 common area parking spaces

3.2 Available spaces for customers of the building/centre _____spaces

3.3 Reserved spaces for use of the tenant only _____spaces

4 Head lease

4.1 Is the premises under a head lease or Crown lease?

Yes No

Note: A tenant who is a sublessee should seek independent legal advice on the security of the tenant's tenure

4.2 If this is a Crown lease, is the Minister's consent to the lease required?

Yes
 No
 Not applicable

4.3 Has the landlord provided a copy of the head lease or Crown lease to the tenant?

- Yes
- No
- Not applicable

Attached at item 38.2

4.4 Current term under the head lease or Crown lease and option/s to renew

- Not applicable
- Details of head lease as follows:

Current term: 5 years: 15 / 08 /2020 to 14 / 08 /20 25

Options to renew: years: / /20 to / /20

[List any options for further terms held by the landlord under the head lease]

4.5 Is the head landlord's consent to the lease required?

- Yes No

4.6 Do any rights or obligations of the landlord under the head lease affect the premises?

- Yes *[Insert details]*

- No

PART 2 — TERM OF LEASE AND OPTION/S TO RENEW LEASE

5 Term of lease

5.1 Date lease commences (see also date of handover at item 7)

15 / 08 /20 20 Actual / Estimate

[Insert the commencement date, or details of how the commencement date is to be determined, e.g. on receipt of council approval]

5.2 Length of term: 5 years months

5.3 Date lease expires: 14 / 08 /20 25

(based on the date indicated at item 5.1 as the date the lease commences)

6 Option/s to renew lease

6.1 Option/s details

- Not applicable Options as follows:

Note: An option to renew a lease must be exercised in the manner specified in the lease and given to the landlord on or before the last day stated in the option clause of the lease

Length of option	Period of option	Exercise date
_____ years	_____ / _____ /20 _____ to _____ / _____ /20 Actual/ Estimate	_____ / _____ /20 _____ to _____ / _____ /20 Actual/ Estimate
_____ years	_____ / _____ /20 _____ to _____ / _____ /20 Actual/ Estimate	_____ / _____ /20 _____ to _____ / _____ /20 Actual/ Estimate

[List all options to renew lease.]

How option is to be exercised

[Describe the method by which the tenant must exercise the option to renew the lease, e.g. in writing, orally]

PART 3 — WORKS, FITOUT AND REFURBISHMENT

7 Date of handover

7.1 Date of handover on which premises will be available for occupation or fitout (if different to the date the lease commences indicated at item 5.1)

_____ / _____ 01 /20 _____ 20 Actual / Estimate

[Insert the handover date, or details of how the handover date is to be determined, e.g. on receipt of council approval]

8 Landlord's works

8.1 Description of works to be carried out by the landlord before the date lease commences (exclude any works that form part of the tenant's fitout at item 9)

nil

8.2 Is the tenant required to contribute towards the cost of any of the landlord's finishes, fixtures, fittings, equipment, or services?

See lease clause

[Insert details of tenant's contribution.]

no

8.3 Estimate of expected contribution by the tenant towards the costs of the landlord's works

[List items of work and costs]

nil

9 Tenant's fitout works

9.1 Fitout works to be carried out by the tenant (excluding the landlord's works at item 8)

None

9.2 Is the landlord providing any contribution towards the cost of the tenant's fitout?

Yes *[insert details of landlord's contribution, including any amortisation arrangements]*

no

No

9.3 Does the landlord have requirements as to the quality and standard of shop front and fitout?

Yes *[Insert details or provide fitout guide]*

No

Note: The Act provides that any clause in a lease in respect of premises in a retail shopping centre requiring a tenant to pay costs in respect of the amortisation of capital costs in relation to the shopping centre is void (s. 12(2))

Note: See also outgoings/ operating expenses (item 13) in relation to any maintenance and repairs outgoings and sinking fund (item 16)

9.4 Are there any requirements for the tenant to refurbish or refit the premises during the term or at the end of the term of the lease?

Yes *[Insert details of nature, extent and timing of the refurbishment or refitting requirements]*

no

No

PART 4 — RENT

10 Annual base rent

10.1 Starting annual base rent \$ 26,071.42
(i.e. when the lease commences) Including/Excluding GST

10.2 Rent free period *[Describe any rent free period]*

10.3 Date of rent commencement 15 / 08 / 20 20

10.4 How rent payments are to be made?

[Insert description of how rent is paid, e.g. by equal monthly instalments in advance on the first day of each month, other than the first and last payments which are calculated on a pro-rata basis]

Direct into Landlords nominated account 2,172.62 per month in advance

Account to be provided to tenant after signing lease.

10.5 Is there provision for abatement of rent on damage or destruction of the premises?

Yes

See lease clause: _____ *[Insert details]*

No

11 Rent adjustment (rent review)

11.1 Rent adjustment date/s and adjustment method

[Insert a list of all rent adjustment dates and adjustment methods, e.g. fixed increase by _____ 4_%, fixed increase by \$_____, market rent, indexed to CPI]

Fixed annual increases of 4% after the anniversary of the lease

12 Rent based on turnover

12.1 Is rent based on turnover payable by the tenant?

Yes — *[Insert method of calculation for turnover rent]*

No

Note: *If any part of the tenant's rent is calculated by reference to the turnover of the tenant's business, the Act provides that the tenant must elect in writing on the form titled:*

Notice of Election that Rent be Determined by Reference to Turnover (Form 2 of the Commercial Tenancy (Retail Shops) Agreements Regulations 1985) to make those payments (s. 7).

Note: *The tenant should understand the full implications of this method of rent calculation, which includes a requirement that the tenant disclose its trading figures to the landlord. The tenant is encouraged to seek independent legal and accounting advice*

PART 5 — OUTGOINGS/OPERATING EXPENSES

13 Contribution by tenant towards the landlord's outgoings/operating expenses

13.1 Is the tenant required to pay or contribute towards the landlord's outgoings/operating expenses?

Yes No

13.2 Describe any period during which the tenant is not required to pay any outgoings/operating expenses

13.3 Date on which payment of outgoings/operating expenses is to commence

____ / ____ / 20____

13.4 Frequency of operating expenses payments

[Insert details of when payments are due]

13.5 Formulae for apportioning outgoings/operating expenses

[Insert formulae of how the outgoings payable by the tenant are to be apportioned]

See lease clauses: _____ *[Insert details]*

Note: *The Act provides that a tenant cannot be required to contribute to the landlord's operating expenses related to extended trading hours unless the tenant chooses to open during those hours (s. 12(1)(c))*

Note: *The tenant's proportion of operating expenses are to be no more than the "relevant proportion" determined in accordance with section 12 of the Act*

13.6 Proportion of total operating expenses apportioned to the tenant (if applicable) as at the date of lease commencement

Note: The proportion of the total cost of operating expenses for the building/centre payable by the tenant may vary periodically

14 Outgoings/operating expenses estimates (annual) for the 12 month period _____ to _____

For a list of operating expenses payable by the tenant see the annual estimate of expenditure attached and the following lease clauses: *[Insert details]*

Attach a copy of the annual estimate of expenditure at item 38.3

14.1 Total outgoings/operating expenses for the building/centre: \$ _____

14.2 Estimated tenant contribution to outgoings/operating expenses: \$ _____

PART 6 — OTHER COSTS

15 Advertising and promotional costs

15.1 Is the tenant required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre?

Yes No

15.2 Tenant's contribution to advertising and promotional costs per annum

Not applicable

Yes — contribution per annum is \$ _____ Actual/Estimate

Yes — contribution per annum is _____% of the rent (excluding GST) payable from time to time

Yes — *[Insert details of tenant's contribution per annum and how this is determined]*

15.3 Landlord's contribution to advertising and promotional costs per annum

15.4 Does the tenant have any input into how the marketing and promotional fund is used? *[Insert details as to how tenant can have input]*

16 Sinking fund for repairs and maintenance

16.1 Is the tenant required to contribute towards a sinking fund for repairs or maintenance for the building/centre?

- Yes No

16.2 Tenant's contribution to sinking fund for repairs or maintenance per annum

- Not applicable
 Yes — contribution per annum is \$ _____ Actual/Estimate
 Yes — contribution per annum is _____% of the rent (excluding GST) payable from time to time
 Yes — *[Insert details of tenant's contribution per annum and how this is determined]*
-
-

17 Other monetary obligations and charges

17.1 Outline any costs, arising under the lease, including upfront costs or other costs not part of the outgoings/operating expenses and not referred to elsewhere in this disclosure statement

- | | |
|--|--|
| <input type="checkbox"/> costs following default | <input type="checkbox"/> grease trap cleaning |
| <input type="checkbox"/> legal costs (as permitted by the Act) | <input type="checkbox"/> after hours security |
| <input type="checkbox"/> interest on outstanding moneys | <input type="checkbox"/> after hours airconditioning |
| <input type="checkbox"/> pre-payment of rent or operating expenses | <input type="checkbox"/> wet waste removal |
| | <input type="checkbox"/> other <i>[please specify]</i> |

None

17.2 Compulsory contributory membership of Tenants' Association

- Yes

Date on which contributions to commence: ____ / ____ /20__

- No

PART 7 — ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)

18 Alteration works

18.1 Are there any alteration works, planned or known to the landlord at this point in time, to the premises or building/centre including surrounding roads during the term or any further term/s?

Yes — [Insert details of the proposed works]

None

No

19 Orders of statutory or local authorities

19.1 Are there any outstanding orders of a statutory authority or a local government affecting the premises?

[Select one of the following and provide details]

Yes — [Insert details]

none

No

20 Clause/s in lease dealing with relocation, demolition and destruction

20.1 Clause/s in lease providing for relocation of the tenants

Clause/s _____ of the lease

Not applicable

20.2 Clause/s in lease which provide/s for the total or partial demolition or destruction of the premises or building/centre

Clause/s _____ of the lease

Not applicable

Note: The tenant should make enquiries with the local government and statutory authorities relating to all regulations and proposed or approved alterations to the centre/building or the neighbourhood, including changes of zoning, roads, other centres etc.

PART 8 — TRADING HOURS

21 Core trading hours relevant to the tenant

Monday	_____ a.m. to _____ p.m.
Tuesday	_____ a.m. to _____ p.m.
Wednesday	_____ a.m. to _____ p.m.
Thursday	_____ a.m. to _____ p.m.
Friday	_____ a.m. to _____ p.m.
Saturday	_____ a.m. to _____ p.m.
Sunday	_____ a.m. to _____ p.m.
Public holidays	_____ a.m. to _____ p.m.

Note: The Act provides that any provision in a lease which requires a tenant to open at specified hours or times is void (s. 12C).

22 Tenant access to premises outside core trading hours

22.1 Is the tenant permitted to access the premises and building/centre outside the core trading hours?

Yes — *[Provide details including cost of access]*

No

PART 9 — RETAIL SHOPPING CENTRE DETAILS

23 Retail shopping centre details

23.1 Total number of shops: _____ shops

23.2 Number of shops leased/occupied

[Insert details for shops owned by the landlord]

- Leased:
- Number occupied: _____
 - Number unoccupied: _____

Number unleased: _____

23.3 Total lettable area of the centre (in m²): _____m² Actual/Estimate

24 Major/anchor tenants

24.1 Major/anchor tenants and lease expiry dates

[List all major and anchor tenants (e.g. department stores, discount department stores, supermarkets), and the dates on which leases held by those tenants expire]

Note: This Part must be completed only if the premises are in a retail shopping centre as defined in the Act (s. 3(1))

25 Floor plan and tenancy mix

25.1 Floor plan showing tenancy mix, common areas, common area trading, kiosks and major tenants

Attached

Attached as per item 39.1

25.2 Does the landlord assure the tenant that the current tenant mix will not be altered by the introduction of a competitor?

Yes No

26 Customer traffic flow information

26.1 Does the landlord collect customer traffic flow information?

Yes No

Attached as per item 39.2

27 Use of common areas

27.1 Are common areas able to be used for trading?

Yes — *[insert details of basis upon which trading permitted]*

No

28 Casual mall licensing for common areas

28.1 Do you adhere to the Shopping Centre Council of Australia's Casual Mall Licensing Code of Practice?

Yes No

Casual mall licensing policy attached as per item 39.3

PART 10 — GROUP OF PREMISES

29 Details of group of premises

29.1 Total number of premises: _____ premises

29.2 Number of premises in the group leased/occupied

[Insert details for premises owned by the landlord]

Leased: • Number occupied: _____.

• Number unoccupied: _____.

Number unleased: _____.

29.3 Total lettable area of the group of premises (in m²): _____ m² Actual/Estimate

Note: This Part must be completed only if the premises are in a group of premises that are not classed as a retail shopping centre as defined by the Act (s. 3(1))

PART 11 — OTHER DISCLOSURES

30 Other disclosures

30.1 Are there any current legal proceeding in relation to the lawful use of the premises or building/centre?

Yes — *[provide details]*

No

31 Representations by landlord

31.1 Any other representations by the landlord or the landlord's agent

[Landlord to insert details of any other oral or written representations made by the landlord or the landlord's agent]

32 Representations by the tenant

32.1 Any other representations by the tenant or the tenant's agent

[Landlord to insert details of any other oral or written representations made by the tenant or the tenant's agent]

33 Other agreements

33.1 Any other agreements between the tenant and the landlord

[Insert details of any other agreements between the tenant and the landlord]

PART 12 — LANDLORD ACKNOWLEDGMENTS AND SIGNATURE

34 Acknowledgments by landlord

By signing this disclosure statement, the landlord confirms and acknowledges that:

- this disclosure statement contains all representations in relation to the proposed lease by the landlord and the landlord's agents as at the date of this disclosure statement; and
- this disclosure statement reflects all agreements that have been made by the parties; and
- the landlord has not knowingly withheld information which is likely to have an impact on the tenant's proposed business.

Warnings to landlord when completing this disclosure statement:

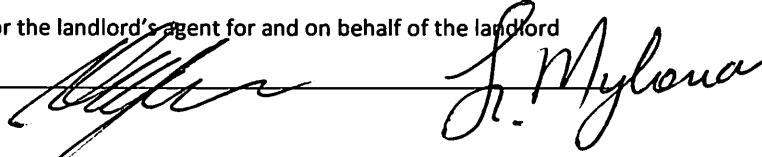
- The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

35 Landlord's signature

35.1 Name of landlord *[Insert name of the landlord]*

ANGEO ANDREW MYLONAS + LYNETTE MARTHA MYLONAS

35.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord



35.3 Name of landlord's authorised representative or landlord's agent *[Insert name of the person signing with the authority of the landlord]*

35.4 Date: 01/08/2020

PART 13 — TENANT ACKNOWLEDGMENTS AND SIGNATURE

36 Acknowledgments by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.

Warnings to tenant:

- Before signing any offer to lease, lease or associated document the tenant should ensure that it fully understands this disclosure statement, the form of lease and the operating expenses budget and that the tenant has negotiated any change that it wishes to make;
- Signing any of the above documents is legally binding on the tenant.

Before entering into a lease, tenants should consider these key questions:

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
 - mortgages, charges or encumbrances granted by the landlord?
 - rights and obligations under a head lease?
- Do the premises comply with all requirements of building and safety legislation?
- Are the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building/centre?
- Does the landlord require you to refurbish the premises regularly or at the end of the lease?
- Can the landlord end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures and plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?
- Is the tenancy mix of the shopping centre (if applicable) likely to change during the course of the lease? — see item 25.2?
- Who is responsible for building defects?
- Who is responsible for maintenance, insurance, repairing or replacing finishes, fixtures and fittings, equipment and services?

37 Tenant's signature

It is important that a tenant seek independent legal and financial advice before entering into a lease.

37.1 Name of Tenant *[Insert name of the tenant]*

Samantha Moroney

37.2 Signed by the tenant or for and on behalf of the tenant

Shreej

37.3 Name of the tenant's authorised representative *[Insert name of the person signing with the authority of the tenant]*

37.4 Date: 01 / 08 / 20 20

PART 14 — ATTACHMENTS

38 List of attachments

38.1 Plan of premises (see item 1.2)

Yes Not applicable

38.2 Head lease or Crown lease (see item 4.2)

Yes Not applicable

38.3 Annual estimate of expenditure (outgoings/operating expenses) (see item 14)

Yes Not applicable

38.4 Additional attachments *[List any additional attachments]*

39 List of attachments — retail shopping centre

39.1 Floor plan (see item 25.1)

Yes Not applicable

39.2 Customer traffic flow statistics (see item 26.1)

Yes Not applicable

39.3 Casual mall licensing policy (see item 28.1)

Yes Not applicable

39.4 Additional attachments relating to the retail shopping centre *[List any additional attachments relating to the retail shopping centre]*

Note: This item must be completed only if the premises are in a retail shopping centre as defined by in the Act (s. 3(1))

This disclosure statement is not complete unless it is accompanied by —

- a copy of the form of lease; and
- the current year's annual estimates of expenditure for each item of operating expenses; and
- a copy of the tenant guide (see Form 4 of the *Commercial Tenancy (Retail Shops) Agreements Regulations 1985*).



Revenue

Enquiry ID 3644878
Agent ID 81429403
Issue Date 17 Jan 2022
Correspondence ID 1738642253
Your reference 100MYLONAS
SUPER

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S41286/6	Unit 6, 78 PACIFIC HWY SWANSEA 2281	\$269 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

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