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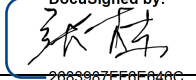
## Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>BAWDENS INDUSTRIAL</b> PO Box 3005, North Parramatta NSW 1750	Phone: 02 9630 8000 Fax: 02 9683 3346 Ref: Marcel Elias
co-agent		
vendor	<b>SMITHFIELD 40 PTY LTD</b> 1705b/227 Elizabeth Street, Sydney, NSW 2000 Australia	
vendor's solicitor	<b>D'AGOSTINO SOLICITORS</b> Suite 101, Level 1, 203-209 Northumberland Street, Liverpool NSW 2170 PO Box 470, Liverpool NSW 1871	<b>Phone: +61 2 9602 1888</b> <b>Email: jessica@dagostinosolicitors.com.au</b> <b>Fax: +61 2 9602 7800</b> <b>Ref: JF:SSV:22350</b>
date for completion land (address, plan details and title reference)	See Special Conditions <b>PROPOSED LOT 19 /40 PAVESI STREET, SMITHFIELD, NEW SOUTH WALES 2164</b> Unregistered Plan: Lot 19 in an unregistered strata plan which is part of 542 Plan DP 737456 Part Folio Identifier 542/737456	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commercial Unit	
attached copies	<input 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.**

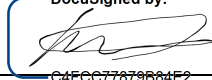
inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> 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: See Schedule of Finishes
exclusions	
purchaser	<b>MENASSA FAMILY SUPER PROPERTY HOLDINGS PTY LTD ACN 662 766 225 ATF</b> <b>MENASSA FAMILY SUPER PROPERTY TRUST</b> C/- AMCO, Suite 8, Level 6, 402-410 Chapel Road, Bankstown NSW 2200
purchaser's solicitor	<b>MENASSA LAWYERS</b> PO Box 613, Broadway NSW 2007 Phone: 9211 8500 Ref: Rachel Menassa
price	<b>\$993,440.00 PLUS GST</b>
deposit	<b>\$99,344.00</b> (10% of the price, unless otherwise stated)
balance	<b>\$894,096.00</b>
contract date	<b>27 October 2022</b> (if not stated, the date this contract was made)

buyer's agent

DocuSigned by:  
  
 2063987FF0E048C...

vendor

DocuSigned by:

  
 C4FCC77879B84E2...

**GST AMOUNT (optional)**

The price includes  
 GST of: \$

witness

purchaser     JOINT TENANTS     tenants in common     in unequal shares

witness

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes**Nominated Electronic Lodgment Network (ELN)** (clause 30) PEXA**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*  
(GST 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 *GSTRW 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"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input checked="" type="checkbox"/> 33 plan creating strata common property <input checked="" type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to the off the plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	<p><b>Other</b></p> <input type="checkbox"/> 59
<p><b>Swimming Pools Act 1992</b></p> <input type="checkbox"/> 27 certificate of compliance <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**

**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:**

<b>APA Group</b>	<b>NSW Department of Education</b>
<b>Australian Taxation Office</b>	<b>NSW Fair Trading</b>
<b>Council</b>	<b>Owner of adjoining land</b>
<b>County Council</b>	<b>Privacy</b>
<b>Department of Planning, Industry and Environment</b>	<b>Public Works Advisory</b>
<b>Department of Primary Industries</b>	<b>Subsidence Advisory NSW</b>
<b>Electricity and gas</b>	<b>Telecommunications</b>
<b>Land &amp; Housing Corporation</b>	<b>Transport for NSW</b>
<b>Local Land Services</b>	<b>Water, sewerage or drainage authority</b>

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 <sup>th</sup> 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"> <li>● issued by a <i>bank</i> and drawn on itself; or</li> <li>● if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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 *servicing* 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* 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;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

# SPECIAL CONDITIONS

## 1. AMENDMENTS TO THE PRINTED FORM

1.1. The following alterations have been made to the printed form of Contract and shall be deemed incorporated herein as if such changes had been inscribed in the printed form:

- (a) Clause 3.4 is deleted;
- (b) Clause 3.10.2 is deleted;
- (c) ~~Clause 4.4 add: or this Contract contains a condition that completion is subject to the registration of a plan or other instrument;~~  
  
~~Clause 4.4, the words "the wording of the proposed covenant or easement, and a description of the land benefited" are deleted and replaced with "a condition that completion of this Contract is subject to the registration of a plan of subdivision";~~
- (d) Clause 6.4 add: Any such claim for compensation for misdescription must be in writing and served upon the Vendor's solicitor within fourteen (14) days of the date of this Contract and failing this such right shall cease to apply. Time being of the essence;
- (e) Clause 7 add: Such claim to be served upon the Vendor's solicitor within twenty-eight (28) days from the date of this Contract and failing this such right shall cease to apply. Time being of the essence;
- (f) Clause 7.1.1 replace 5% with 1%;
- (g) Clause 7.2.4 delete "and the costs of the Purchaser";
- (h) Clause 8.1.1 delete "on reasonable grounds, unable or";
- (i) Clause 8.1.2 delete "and those grounds";
- (j) Clause 8.2.2 is deleted;
- (k) Clause 10.1.2 delete "being a joint service";
- (l) Clause 12.1 is amended by adding "but this does not entitle the Purchaser to apply to the local authority for a building certificate under legislation";
- (m) Clause 12.2.1 is amended by adding "excluding a building certificate";
- (n) Clause 14.4.2 point 1 is deleted;
- (o) Clause 14.4.3 is added;

~~Land Tax adjustment is hereby completed by answering "YES" to the question "Land Tax adjustment required" on the front page of the Contract;~~

~~Notwithstanding any other provision in this Contract, where the Vendor~~

~~owns more than one pres, then Land Tax shall be calculated upon the basis that the Land Tax Threshold Exemption shall be apportioned amongst such properties. Formula for calculation is: Taxable Value : Total Aggregated Land Value x Total Tax Payable = Land Tax Adjustment Amount. Where the subject Property comprises a lot in a plan of subdivision or strata sub-division then the Land Tax Adjustment Amount shall be apportioned on an area basis.~~

Further, the Vendor acknowledges its liability to meet any Land Tax assessed against the subject land and that such liability will not merge on Completion of this Contract. In the event that a Land Tax clearance certificate is not available for the current Land Tax year as at the date of Completion then Completion will not be delayed on that account, but the Vendor hereby undertakes that it will pay its liability as to Land Tax when same becomes due and payable and the Purchaser agrees to complete this Agreement without requiring a Land Tax clearance certificate in the event that an assessment has not issued. This clause shall not merge on completion.

- (p) Clause 16.2 is deleted;
- (q) Clause 16.7 delete "by cash (up to \$2,000) or settlement cheque: and insert "by unendorsed Bank Cheque or Bank Cheques";
- (r) Clause 16.12 delete the words "but the Vendor must pay the Purchaser's additional expenses, including any agency or mortgage fee";
- (s) Clause 16.14 is added:

If completion does not occur on the scheduled date and time for completion as a result of the Purchasers breach or default, then the Vendor shall be entitled to recover from the Purchaser any agency fee incurred as a result of the settlement not proceeding to completion. This may include a Vendor agency fee, agency fee of Vendors discharging bank or their appointed solicitor or agent. Such fee shall be allowed as a Purchaser allowance on settlement.

- (t) Clause 17.3 is deleted;
- (u) Clause 18.1 add the words "(by notice in writing)" after the words "Purchaser possession";
- (v) ~~Clause 18.7 is deleted and replaced with:~~

~~The parties agree that if the Vendor gives the Purchaser possession of the Property before completion then the Purchaser shall pay to the Vendor on completion an annual licence fee equivalent to five percent (5%) of the purchase price.~~

- (w) Add clause 18.8 –

"The term of the right to possession shall be at the Vendor's discretion unless otherwise agreed upon in writing".

- (x) Clause 23.9.1 delete "1%" and insert in its place "5%";

- (y) Clause 23.13 delete the words "at least 7 days before the completion date";
- (z) Clause 23.14 is deleted;
- (aa) Clause 24.3.1 is deleted;
- (bb) Clause 24.3.2 delete the words "or after";
- (cc) Clause 24.3.3 is deleted;
- (dd) Clause 24.4.1 points 2 and 3 are deleted;
- (ee) Clause 24.4.3 add "(the following in its possession)" after the word "Purchaser";
- (ff) Clause 28 is deleted;
- (gg) Clause 29 is deleted;
- (hh) Clause 31.4 delete the words "does not have to" and insert in their place "must" and delete the words "earlier than 7 days" and insert in their place "1 day".

## 2. DEFINITIONS

In these Clause, unless a contrary intention appears:

**"Authority"** means the crown, government, local government, semi-government, judicial authority, statutory or planning authority.

**"Buildings"** means the building or buildings to be constructed by the Vendor on the Development Site which shall comprise the Property the subject of this Contract.

**"By-Law Instrument"** means a By-Law Instrument which is to be registered with the Strata Plan, a draft of which is attached to this Contract and Annexed B.

**"Contract"** means this Contract.

**"Construction Amendments"** include but are not limited to the following:

- (a) changes to the location of area designated to be used primarily for the storage or accommodation of motor vehicles not for human occupation as a residence, office, factory, warehouse or shop or the like;
- (b) changes to the foyer if any such other pedestrian access (egress or ingress) areas;
- (c) relocation of columns or other structural items;
- (d) changes to floor area or ceiling height;
- (e) changes to the landscaping;

- (f) changes due to the requirements of the Vendor to enable the proper construction of the Building;
- (g) changes to the exterior of the Building including exterior finishes;
- (h) changes to materials if those materials are difficult to obtain;
- (i) changes to the internal layout of the Building;
- (j) changes to enable the provision of services within the Building;
- (k) changes to meet or as a consequence of meeting the requirements of any Relevant Authority or required by legislation;
- (l) changes that are determined as desirable or required by the Vendor from time to time;

or any one or more of the above.

**“Commencement Date”** means 12 months from the date of this Contract or the date of commencement of construction of the Development, whichever the earlier.

**“Common Property”** means the common Property as defined under the Strata Legislation in the Strata Scheme.

**“Costs”** include:

- (a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis);
- (b) damages, losses, injury (whether actual or contingent) suffered or incurred by a party; and
- (c) any fines, penalties, interest or similar item imposed by any legislation.

**“Council”** means Cumberland City Council.

**“Claim”** means any claim, losses, Costs, charges, allegation, suit, action, demand, cause of action or proceeding of any kind made under or in connection with this Contract or the Property whether or not it arises at Law or in any other way.

**“Defects”** means any defect or fault in the Property due to faulty materials or workmanship but excluding normal maintenance, normal fair wear and tear, minor shrinkage and minor settlement cracks, variations in shade, colour, texture, markings or finish attributable to the type of material and any defect caused by the Purchaser or any other person claiming through the Purchaser.

**“Defects Notice”** means a written notice identifying any defects in the Property the Purchaser wishes to be rectified.

**“Defects Period”** means the three (3) calendar months from the date of completion of this Contract.

**“Development”** means the development to be constructed on the Development Site by

the Vendor, including the Buildings.

**“Development Approval”** means Complying Development Certificate number 8/22 including any modifications of the same and any other consent issued by Council or any other Authority under the *Environmental Planning and Assessment Act 1979* to any development application submitted by the Vendor for the purposes of developing the Development Site on terms satisfactory to the Vendor.

**“Development Site”** means the land contained in Lot 542 in Deposited Plan 737456 and any lots into which it is consolidated or subdivided before the date that this Contract is completed.

**“Disclosures”** means the disclosure of information, concepts and proposals regarding the Property and the Development including the disclosures and documents provided in this Contract, including in clause 3 and other clauses in this Contract.

**“Expert”** a person nominated by the President at the request on either the Vendor or the Purchaser.

**“GST”** refers to a tax under the GST Act.

**“GST Act”** means the A New Tax System (Goods and Services Tax) Act 1999.

**“Guarantor”** means each person who signs this Contract as guarantor.

**“Law”** means any statute, regulation, ordinance, by-law or statutory notice, direction or requirement.

**“Major Defect”** means a fault or defect in the Property which by reason of its nature requires urgent attention and:

- (a) Such fault or defect in the Property may cause danger to persons in or about the Property; or
- (b) Such fault or defect in the Property which prevents the Property from being occupied.

**“Occupation Certificate”** means an occupation certificate under section 6.4 of the *Environmental Planning Assessment Act 1979* (which may include an interim occupation certificate) issued by a certifying authority in respect of the Development Site, the Building or the Property the subject of this Contract permitting occupation of the Property.

**“Owners Corporation”** means the Owners Corporation created on registration of the Strata Plan

**“President”** means the President for the time being of the Institute of Arbitrators & Mediators Australia NSW Chapter.

**“Property”** means the Property identified on the front page of this Contract and being the subject of this Contract.

**“Registered Strata Plan”** means the Strata Plan registered with NSW Land Registry Services pursuant to which the Property was created.

**“Schedule of Finishes”** means the document titled schedule of finished outlining the inclusions, a copy of which is enclosed with this Contract, with or without changes



permitted under this Contract.

**“Sunset Date”** means eighteen (18) months from the Commencement Date.

**“Strata Legislation”** means the *Strata Schemes Management Act 2015* and the regulations under the act.

**“Strata Plan”** means the Strata Plan, a draft of which is attached to this Contract at Annexure A, with or without any changes as permitted under this Contract.

**“Strata Plan Instrument”** means the instrument setting out the terms of easements, restrictions on use of land and property covenants intended to be created and registered with the Strata Plan.

**“Strata Scheme”** means a strata scheme as defined under the Strata Legislation which will be created upon registration of the Strata Plan with NSW Land Registry Services.

**“Title Search”** means a current copy of the Certificate of title evidencing ownership, land and any dealings associated with a property.

### 3. VENDOR’S DISCLOSURES

#### 3.1. General disclosures

- (a) The Vendor discloses:
  - (i) the Vendor proposes to develop the Development Site comprising industrial strata units, carparking and common areas, as indicated in this Contract and the Strata Plan; however, the development proposal and or Development Consent may not be final and may be changed;
  - (ii) the By-Laws will regulate the management and operation of the Building and will bind the Purchaser, the Owners Corporation and other occupiers of the Building;
  - (iii) the Vendor intends to procure the registration of the Strata Plan By Laws and Strata Plan Instrument;
  - (iv) the Vendor may change the allocation of unit entitlements shown in the Draft Strata Plan to reflect the respective values of the lots in the Strata Scheme;
  - (v) the Vendor may (but is not obliged to) procure, during or after the initial period (as defined in the Strata Management Act) the:
    - (A) appointment by the Owners Corporation of a managing agent for the Owners Corporation;
    - (B) Owners Corporation to grant such consents to the Vendor as in its absolute discretion it may require for the purposes of carrying out Development Activities; and
    - (C) production of the certificate of title for the Common Property at the Land Registry Services from time to time to enable the registration of plans of subdivision;

(D) plans of consolidation or to record registration of an instrument or other dealing.

(vi) the Vendor does not warrant the accuracy or completeness of any document referred to in or attached to this Contract.

### **3.2. Disclosures**

In clause 3, the Vendor discloses some of the Disclosures. The Disclosures include the Vendor's current proposals and concepts in relation to the Development. Unless otherwise provided in this Contract, the Disclosures do not impose obligations on the Vendor to effect those proposals and concepts nor do the disclosures restrict the Vendor from varying those proposals and concepts.

### **3.3. Purchaser's acknowledgements**

The Purchaser acknowledges the Disclosures. The Purchaser cannot make any Claim or requisition, delay completion, rescind or terminate this Contract because of any Disclosure in this clause 3.

## **4. COMMENCEMENT DATE**

**4.1.** Notwithstanding any other clause to the contrary, the Vendor may at any time prior to the Commencement Date notify the Purchaser that the Development will not proceed and rescind this Contract if any of the following are not satisfied:

- (a) the Vendor obtaining the Development Approval on terms and conditions all of which must be found satisfactory to the Vendor at its sole discretion;
- (b) the issue of a Construction Certificate; and/or
- (c) the Vendor obtaining finance for the Development on terms and conditions all of which must be found satisfactory to the Vendor at its sole discretion.

**4.2.** The Purchaser will have no Claim against the Vendor if the Vendor rescinds this Contract pursuant to this clause.

**4.3.** The Purchaser acknowledges that this additional clause is for the benefit of the Vendor and the rights given by it can be waived by the Vendor at any time prior to the Commencement Date.

## **5. REGISTRATION OF STRATA PLAN**

**5.1.** Completion of this Contract is subject to and conditional upon registration by the NSW Land Registry Services of the Strata Plan by the Sunset Date or as extended.

**5.2.** The Vendor must use all reasonable endeavors to procure the registration by the NSW Land Registry Services of the Strata Plan by the Sunset Date or as extended.

**5.3.** The parties' right to rescind this Contract under this clause 5.2 is extinguished upon the date of registration of the Draft Strata Plan as a Registered Strata Plan at the NSW Land Registry Services.

**5.4.** If the Strata Plan is not registered by the Sunset Date (or as extended) either party may rescind this Contract in which event the provisions of printed condition 19 shall apply.

**5.5.** The Purchaser acknowledges that:

- (a) The Strata Plan is provisional and subject to final approval by the Vendor and any Authority.
- (b) The form of the Registered Strata Plan when registered may differ from the Strata Plan.
- (c) The Vendor reserves the right in its reasonable discretion and without reference to the Purchaser to vary or amend the Strata Plan.

**5.6. Variations**

- (a) The parties acknowledge that for the purposes of this clause 5.6 that:
  - (i) "a minor variation" is a change which does not substantially, and detrimentally affect the Property; and
  - (ii) "a minor reduction in the area of the Property" means a reduction of not more than five per cent (5%) in the area of the Property (not including any car spaces or storage area) as shown on the Strata Plan and the Plan.
- (b) No Claim may be made by the Purchaser in respect of:
  - (i) any minor variations or discrepancies in the position of the Property;
  - (ii) any minor reduction in the area or dimensions of the Property;
  - (iii) the total number of lots;
  - (iv) the numbering of lots (including lots for car spaces and storage spaces);
  - (v) the location of lots;
  - (vi) the consolidation of lots;
  - (vii) the unit entitlement of the lots;
  - (viii) the proposed street number, name or address of the Property; and
  - (ix) internal and external layout of the lots.
- (c) The Purchaser acknowledges that the total number of lots, the unit entitlements, areas and the position of lots shown on the Strata Plan are provisional and subject to the total number of lots, the unit entitlements, areas and the position of lots shown on the Plan.
- (d) If there is variations and/or discrepancies in relation to the Property which are not subject to paragraph (b), the Purchaser may rescind this Contract by notice in writing to the Vendor.

- (e) The Purchaser must exercise the right of rescission in paragraph (d) within seven (7) days (time is of the essence) of notice in writing from the Vendor of:
  - (i) notification from the Vendor of the registration of the Strata Plan; or
  - (ii) such earlier date that the Vendor notifies the Purchaser of the variation or reduction in area.
- (f) If the Purchaser does not exercise the right of rescission within the period referred to in paragraph (e) this Contract becomes binding in all respects as though such right of rescission had not been granted.

**5.7.** To the fullest extent permitted at law and subject to the terms of this Contract, the Vendor reserves the right to create such easements, positive covenants and restrictions as to user which are not shown on the Strata Plan but which:

- (a) the Vendor considers reasonably necessary; or
- (b) are required by any Authority.

**5.8. Provisional documents**

- (a) The Purchaser acknowledges that as at the date of this Contract the schedule of unit entitlements and the aggregate unit entitlements of the Strata Scheme have not been finalised by the Vendor.
- (b) The Vendor will, before registration of the Strata Plan at the NSW Land Registry Services, determine in its absolute discretion the unit entitlements and the aggregate unit entitlements of the Strata Scheme.
- (c) The Purchaser is not entitled to rescind or terminate this Contract, or make any Claim against the Vendor on account of any matter or thing in relation to:
  - (i) the final allocation of the unit entitlements for the Property under the Strata Scheme as determined by the Vendor in its absolute discretion; or
  - (ii) the Strata Plan not showing the schedule of unit entitlements and/or the aggregate unit entitlements of the Strata Scheme.

**5.9. Replacement of documents and plans**

- (a) At any time prior to the registration of the Strata Plan and the issue of the Occupation Certificate, the Vendor may serve on the Purchaser a replacement (Replacement Document) of any document or plan attached to this Contract (Replaced Document).
- (b) From and including the day of service of a Replacement Document, the Replaced Document is taken to be no longer attached to this Contract and the Replacement Document is taken to be attached to this Contract in its place.
- (c) Subject to paragraph (d), the Purchaser may not make any claim as a result of a Replaced Document being replaced by a Replacement Document.

- (d) If there is a difference between the Replaced Document and the corresponding Replacement Document which substantially, detrimentally and permanently affects the Property, the Purchaser may rescind this Contract by notice in writing to the Vendor.
- (e) The Purchaser must exercise the right of rescission in paragraph (d) within seven (7) days of after service of the Replacement Document (time is of the essence).

**5.10.** The Purchaser may not make any claim as a result of a Replacement Document being replaced by a Replacement Document.

**5.11.** If the Purchaser does not exercise the right of rescission within the period referred to in paragraph 5.8 (e) this Contract becomes binding in all respects as though such right of rescission had not been granted.

**5.12.** The above clause shall not merge with the transfer upon completion.

## **6. DELAY OF REGISTRATION**

**6.1.** If the registration of the Strata Plan is delayed by reason of:

- (a) the requirements of Council or any other governmental or regulatory Authority;
- (b) any event beyond the reasonable control of the Vendor and which has not been caused by the Vendor;
- (c) inclement weather or conditions resulting from inclement weather; or
- (d) any civil commotion, combination of workman or strikes or lockouts affecting the progress of the work or affecting the manufacture or supply of materials for the construction of the property,

then the Vendor may by notice in writing to the Purchaser extend the Sunset Date by the period of the delay, provided such extension is not more than twelve (12) months in total, from the Sunset Date.

## **7. BUILDING AND STREET ADDRESS**

**7.1** The Purchaser acknowledges that the address of the Building at completion may be different from the address of the Buildings specified on the front page of this Contract.

**7.2** The Purchaser must not make any claim against the Vendor in relation to any matter or thing arising from this clause.

## **8. SELLING AND LEASING ACTIVITIES**

### **8.1. Conduct of activities**

Both before and after Completion, and until the Vendor completes the sale of all the properties forming part of the Strata Scheme, the Vendor may:

- (a) conduct selling and leasing activities (but not on the Property) (Selling and Leasing Activities);
- (b) place and maintain on common Property and any Property forming part of the Strata Scheme which remains unsold (but not the Property):
  - (i) signs of any kind in connection with Selling and Leasing Activities; and
  - (ii) offices and other facilities for people involved in Selling and Leasing Activities.

## **8.2. Claims by Purchaser**

The Purchaser must not:

- (a) make any Claim against the Vendor in relation to any matter referred to in this clause 8;
- (b) do anything which would hinder, prevent or interfere with the Vendor from carrying out the Selling and Leasing Activities; or
- (c) procure or request any person to do anything which may have the effect referred to in paragraph (b).

## **9. THE DEVELOPMENT, BUILDING WORKS AND FINISHES**

### **9.1. Building Works**

- (a) Subject to clause 9.2, before completion the Vendor must procure:
  - (i) construction of the Building of which the Property forms part generally in accordance with the Development Approval;
  - (ii) construction of the Property generally in accordance with the Development Approval;
  - (iii) finishing the Property as generally as specified in the Schedule of Finishes;
  - (iv) installing in the Property such items generally as specified in the Schedule of Finishes.
- (b) The Vendor will use all reasonable endeavors to ensure that all works be carried out in a proper and workmanlike manner.

### **9.2. Alterations**

- (a) The Vendor can, without being required to serve a notice onto the Purchaser:

- (i) alter any manner of finish in the Property as specified to be finished in the Schedule of Finishes to a manner of finish of at least an equivalent or better quality;
- (ii) alter any item to be installed in the Property as specified in the Schedule of Finishes to another item of at least an equivalent or better quality; and
- (iii) make Construction Amendments:
  - (A) to meet, or as a consequence of meeting, the requirements of any Authority, including conditions contained in the Development Approval (as may be amended) held by the Vendor in respect of the Development Site;
  - (B) to substitute materials if those are no longer available or difficult to obtain, are not fit for purpose or if a more suitable material becomes available;
  - (C) as required for the proper construction and development of the Strata Building; or
  - (D) as desired by the Vendor from time to time acting reasonably.
- (b) Subject to clause 9.2 (d), the Purchaser cannot make any Claim, objection, rescind, terminate, delay or refuse to complete this Contract in respect of any Construction Amendments made under clause 9.2 (a) (iii).
- (c) The Vendor may, but is not obliged to, serve at any time a notice on the Purchaser advising of Construction Amendments made in respect of the Building or the Property other than as set out in clause 9.2 (a) (iii) a and b.
- (d) If there are any Construction Amendments other than those set out in clauses 9.2 (a) (iii) a and b, which detrimentally affects the Property (not including a car space or storage space) to a substantial extent then the Purchaser may rescind this Contract at the earlier of:
  - (i) if the Vendor serves a notice under clause 9.2 (c), within fourteen (14) days of service of that notice and this time is of the essence; or
  - (ii) if the Vendor does not serve a notice under clause 9.2 (c) within fourteen (14) days of the date that the Vendor serves a copy of the Occupation Certificate for the Property and this time is of the essence.
- (e) For the purposes of clause 9.2 (d) (ii), the Vendor must allow the Purchaser reasonable access on one occasion to inspect the Property within sufficient time to form a view.
- (f) If the Purchaser does not rescind the Contract in accordance with clause 9.2 (d), then the Purchaser will be deemed to have accepted the

Construction Amendments made to the Property whether or not they detrimentally affect the Property.

## **10. DEFECTS**

### **10.1. Notification of Defects**

- (a) The Purchaser may serve a Defects Notice onto the Vendor during the Defects Period.
- (b) With the exception of a Defects Notice relating to a Major Defect, the Purchaser cannot serve a Defects Notice before completion.
- (c) If the Vendor received a Defects Notice relating to a Major Defect period to completion, the Vendor must repair the Major Defect in a proper and workmanlike manner, at its own expense, before completion.
- (d) If the Vendor received a Defect Notice following completion, the Vendor shall, at its own cost, make good those Defects within a reasonable time in a proper and workmanlike manner.
- (e) Other than for a notice served in respect of a Major Defect, the Purchaser may only serve one (1) Defects Notice before the expiration of the Defects Period.
- (f) For avoidance of any doubt, the Vendor's obligations in respect of repairing Defects does not extend to repairing minor shrinkage or minor settlement cracks in the Property, variations in shade, colour, textures, makings or finish attributable to the type of material, and the obligation to repair is conditional upon the Purchaser providing access to the Property during reasonable business hours to undertake repairs.

### **10.2. Occupation Certificate is Conclusive Evidence**

- (a) The parties agree that an Occupation Certificate is conclusive evidence that the Property does not contain any Major Defects and the Vendor shall be entitled to rely upon this in the event that a Defects Notice is issued in respect of a Major Defect.

### **10.3. Disagreements**

If a disagreement arises in connection with this clause:

- (a) the Purchaser agrees not to delay completion;
- (b) the Vendor and Purchaser agree to use their reasonable endeavors and act in good faith to resolve the disagreement between themselves;
- (c) the Purchaser cannot make any claim or requisition or rescind or terminate this Contract;



- (d) if the Vendor and the Purchaser are unable to resolve the disagreement between themselves:
  - (i) either the Vendor or the Purchaser may refer the disagreement to an Expert;
  - (ii) the Expert will act as an Expert and not an arbitrator;
  - (iii) the Expert decision is final and binds the parties; and
  - (iv) the cost of the decision are to be paid by the party who requested that the disagreement be referred to an Expert.
- (e) If an Expert is unable or unwilling to make a decision or does not make a decision within fourteen (14) days after the disagreement is referred to it, either the Vendor or the Purchaser may request the President to nominate another person to be the Expert.

## **11. ALLOCATION OF CAR PARKING**

The Vendor discloses that of the Property includes a car parking space(s) as stated on the front page of the Contract, the final location of the car space may differ from the location shown on the draft Strata Plan attached to this Contract.

## **12. COMPLETION**

**12.1.** The Completion Date is the later of:

- (a) Thirty (30) days after the date of this Contract.
- (b) Fourteen (14) days after the date upon which Vendor's solicitor serves notice in writing to the Purchaser's solicitor that the Strata Plan has been registered as Registered Strata Plan at the NSW Land Registry Services.
- (c) Fourteen (14) days from the date the Vendor or the Vendor's solicitor issues to the Purchaser's solicitor a copy of the Occupation Certificate.
- (d) Fourteen (14) days after the Vendor's Solicitor issues to the Purchaser's Solicitor a Title Search in respect to the Property evidencing the Vendor only in the first schedule of that Title Search.

## **13. LATE COMPLETION**

**13.1.** Without limiting any other right of the Vendor, if the Purchaser does not complete by the Completion Date and provided the Vendor is not in default under the Contract and is ready, willing and able to complete on the Completion Date then the Vendor shall be entitled to recover from the Purchaser as liquidated damages payable on completion, interest on the balance purchase price at the rate of ten per cent (10%), calculated at a daily rate from and including the Completion Date to the actual date of completion, to compensate the Vendor for the delay, to be added to the balance of purchase monies payable upon completion;

**13.2.** It is expressly agreed and declared that such damages described in clause 13.1 above are a genuine pre-estimate of the damages incurred by the Vendor due to the Purchaser's delay. In the event of a dispute as to payment of the above the Vendor may elect to complete and recover such damages following completion.

**13.3.** This clause shall not merge on completion.

## **14. NOTICE TO COMPLETE**

**14.1.** A Notice to Complete, which provides for Completion at least fourteen (14) clear days after service of that notice, is reasonable.

**14.2.** If the Vendor issues a Notice to Complete, then the Purchaser must pay to the Vendor \$450.00 plus GST on Completion as compensation for the additional legal expenses that the Vendor incurs for issuing the Notice to Complete.

**14.3.** This clause 14 is an essential term of this Contract.

## **15. ADJUSTMENTS**

### **15.1. Council and Water**

- (a) If separate assessments of Council and/or water rates have not issued for the Property prior to Completion, those rates will be adjusted on the basis that the amounts set out below have been paid by the Vendor for each rating period during the term of this Contract:
  - (i) \$2,500.00 for Council rates per annum year;
  - (ii) \$3,000.00 for Land Tax per annum year;
  - (iii) \$250.00 for water and sewerage rates per quarter year; and
- (b) The Vendor covenants to pay all such rates without delay after an assessment for them is issued. The Vendor agrees to pay all the rates which are assessed for Council and water rates for the annual rating period current as at the date of Completion as an when those rates full due for payment.
- (c) The Purchaser will make no objection or claim for compensation nor delay completion in connection with the issue of payment of an such assessment of rates and there will be no readjustment of rates when the actual assessment issues. The parties agree the Purchaser is responsible for payment of all rates assessed on the Property for any rating periods commencing after those periods referred to in Clause 15.1(b).

### **15.2. Adjustment of insurance premium**

- (a) The insurance premium paid by the Vendor in respect of the Building will be adjusted between the parties on settlement on the basis of the unit entitlement of the Property provided that the premium relates only to the usual strata risk insurance for Buildings of this kind.

## **16. REAL ESTATE AGENT**

**16.1.** The Purchaser warrants to the Vendor that it was not introduced to the Property by any real estate agent other than one or more of the Vendor's agents referred to on the front page of this Contract. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent or agents (other than the agent or agents referred to on the front page of this Contract) arising out of the sale hereof.

**16.2.** The Vendor warrants that the Agent referred on the front page of this Contract is the only Agent Contracted and instructed to procure the sale of the Property.

**16.3.** It is hereby agreed that this clause shall not merge on completion.

## **17. AGENT'S INTEREST**

**17.1.** The Vendor discloses that some of its directors and shareholders are real estate agents and are associated directly or in directly with the Vendors agent named herein.

**17.2.** In this regard the Purchaser acknowledges this disclosure and makes no objection, requisition, demand or claim for compensation in respect to the said disclosure.

**17.3.** The Purchaser further acknowledges that it has not relied on any representation that may have been made by any director or shareholder of the Vendor company in its decision to enter into this Contract.

## **18. REQUISITIONS ON TITLE**

The Purchaser acknowledges that the only form of general Requisitions on Title that the Purchaser shall be entitled to raise pursuant to printed condition 5 shall be in the form of Requisitions on Title annexed to this Contract.

## **19. CAVEAT**

The Purchaser must not lodge, prior to completion, any Caveat or other instrument at the NSW Land Registry Services in respect of the land or any part of the land comprised in Certificate of Title for the Land for any lot in the Plan to protect their interest under and pursuant to this Contract.

## **20. FIRB WARRANTY**

**20.1.** The Purchaser warrants at the Contract date and again at the Completion Date that the Purchaser is not a foreign person for the purposes of the Foreign Acquisitions and Takeovers Act 1975 (Cth) "the Act" and that the Purchaser is not required to give notice to or obtain approval from the Treasurer of the Commonwealth of Australia under the Act in respect of the transaction contemplated by this Contract. This warranty is an essential term of this Contract and the Purchaser acknowledged that the Purchaser has entered into this Contract in reliance of this warranty.

**20.2.** The Purchaser indemnifies the Vendor against any loss suffered or incurred by the Vendor in connection with or arising from a breach of this warranty.

## **21. CONFLICT BETWEEN PROVISIONS**

If there is any conflict between any provisions of the Clauses of Sale and any provision of the printed Contract for Sale, the provisions of the Clauses of Sale will prevail.

## **22. SERVICES**

The Vendor must at its own cost ensure that on Completion all water and sewerage services are connected to the Building and all electricity and telecommunication services are provided to and available for connection to the Property.

## **23. ENTIRE AGREEMENT**

**23.1.** This Contract contains the entire agreement between the parties in relation to the Property, notwithstanding:

- (a) any negotiations or discussions held between the parties, their representatives or agents or agents; and
- (b) the terms of any sales material or other documents issued prior to the execution of this Contract.

## **24. NO REPRESENTATION**

### **24.1. General**

Subject to the provisions of Section 52A of the Conveyancing Act 1919 (NSW) the Purchaser acknowledges that:

- (a) it has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on its behalf (including the agent), other than as is set forth in this Contract including but not limited to any brochure, advertisement or other document made available by the Vendor or anyone on its behalf (including the agent) in connection with this sale; and
- (b) it has made all such enquires and investigations as he deems appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

### **24.2. Specific**

The Purchaser further acknowledges that the Vendor, nor any person on its behalf has made any representation, promise or warranty as to:

- (a) any past or future income derived from the Property; or
- (b) the suitability of the Property for any particular purpose.

## **25. STRATA BY-LAWS**

**25.1.** The Strata By-Law Instrument contains important information regarding the behaviors of occupiers and owners of Property within the Strata Scheme and the use of the Common Property within the Strata Scheme.

**25.2.** The Vendor discloses that:

- (a) As at the date of this Contract, not all By- Laws being required for the good and Property management of the Strata Scheme may have been identified by the Vendor and inserted into the By-law Instrument disclosed in this Contract; and
- (b) The Vendor may be required to create, delete or vary the by-laws contained in the By-law Instrument to comply with the requirement of any Relevant Authority.

## **26. DEATH, INCAPACITY OR INSOLVENCY**

**26.1.** Notwithstanding any rule of law or equity to the contrary, should either party (and if more than one person comprises that first party then any one of them) prior to completion:

- (a) If a natural person, die or become mentally ill, then the other Party may rescind the Contract by notice in writing to the other Party and thereupon this Contract shall be at an end and provisions of clause 19 shall apply; or
- (b) If a natural person, committing an act of bankruptcy, is declared bankrupt or enters into a scheme or makes an assignment for the benefit of creditors, then the other Party by notice in writing to the other Party can terminate this Contract for breach of an essential provision.
- (c) If a company, enters into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or having a petition for the winding up of either party presented or entered into any scheme or arrangement with its creditors under the Corporations Law or should a liquidator, receiver, administrator or official manager be appointed in respect of either party, then the other Party by notice in writing to the other Party can terminate this Contract for breach of an essential provision.

## **27. GST**

**27.1.** All terms used in this clause which are defined in the GST Act, have the same meaning in this clause.

**27.2.** The printed provision clause 13 is amended as follows:

- (a) in clause 13.1 "clause" is replaced with "Contract"; and
- (b) clauses 13.2 to 13.10 (inclusive) are deleted.

**27.3.** The parties agree that the sale of the Property is a taxable supply and the consideration expressed in this Contract for the supply is exclusive of the Vendor's liability for GST.

**27.4.** On Completion:

- (a) the Purchaser must pay to the Vendor, in addition to the price, the amount payable by the Vendor as GST on the taxable supply made by the Vendor by or under this Contract; and
- (b) the Vendor must give the Purchaser a tax invoice.

27.5. To avoid doubt, this clause does not merge on Completion.

## 28. ASSIGNMENT

28.1. The Vendor may assign or novate its interest in this Contract at any time prior to the Completion Date.

28.2. The Purchaser must not assign transfer or otherwise encumber its rights under this Contract without the prior written consent of the Vendor which may be given or declined or given on terms in the Vendor's absolute discretion.

## 29. TRUSTS

29.1. Where the Purchaser purchases the Property as trustee, the Purchaser:

- (a) warrants the Purchaser has the power under the trust to enter into this Contract;
- (b) is personally liable under this Contract;
- (c) warrants the Purchaser has a right of indemnity under the trust;
- (d) must not do anything to prejudice the right of indemnity the Purchaser has under the trust; and
- (e) must not allow the variation of the trust or the advance or distribution of capital of the trust or re-settlement of trust property.

## 30. GUARANTEE AND INDEMNITY

30.1. The Guarantor gives the guarantee and indemnity in Schedule 1.

30.2. If the Purchaser is a company which is not listed on the Australian Stock Exchange, then the Purchaser must procure that the directors of that company give the guarantee and indemnity in Schedule 1.

## 31. EASEMENTS ETC

The Purchaser is aware that at the Contract date all:

- a) The easements, restrictions on use and positive covenants;
- b) The leases, agreements and arrangements; and
- c) The rights and privileges,

affecting the Building, the Property, the Strata Scheme or the Owners Corporation may not have been created, entered into, granted or dedicated and following the date of this Contract the Vendor may create, enter into, make, grant, or dedicate those that have not been created entered into, granted or dedicated including without limitation those in favour of any service provider.

The Purchaser may not make a Claim, requisition or objection, delay completion, rescind or terminate this Contract as a result of any matter arising out of this clause 31.

## Schedule 1

### Guarantee and Indemnity

1. The Guarantor must execute this Contract.
2. The Guarantor enters this Contract, and incurs obligations and gives rights under the guarantee and indemnity, for the valuable consideration of among other things, the Vendor agreeing to enter this Contract at the request of the Guarantor.
3. The covenants, guarantees and indemnities in this Schedule 1 are severable.
4. The Guarantor unconditionally and irrevocably guarantees to the Vendor:
  - (a) that the Purchaser will pay to the Vendor the balance of the price and every other amount that the Purchaser must pay under this Contract; and
  - (b) the performance of the Purchaser's obligations.
5. The Guarantor indemnifies the Vendor against a claim or action and cost relating to the Purchaser's breach, default or attempted breach or default of its obligations.
6. This guarantee and indemnity:
  - (a) is a principal obligation;
  - (b) is irrevocable and remains in full force and effect until discharged; and
  - (c) binds the estates of each Guarantor.
7. The parties must not treat this guarantee and indemnity as ancillary or collateral to any other right or obligation.
8. The Vendor may enforce this guarantee against the Guarantor without first exhausting a remedy that it may have against the Purchaser.
9. The Guarantor must pay on demand any money due to the Vendor that relates to the indemnity including but not limited to:
  - (a) the balance of the price;
  - (b) the adjustments due to the Vendor on completion; and
  - (c) interest that the Purchaser must pay to the Vendor.
10. The Guarantor and the Purchaser are jointly and severally liable to the Vendor for:
  - (a) the Purchaser's observance and performance of its obligations; and
  - (b) damage that the Vendor incurs as a result of any one or more of:
    - (i) the Purchaser's failure to observe and perform its obligations under this Contract;
    - (ii) its default under this Contract; and

(iii) the Vendor's termination of this Contract.

11. The Purchaser or the Guarantor must pay all money payable to the Vendor and duly perform their several obligations before either may claim or receive the benefit of:
  - (a) a dividend or distribution of a person, liable jointly with the Purchaser or the Guarantor, to the Vendor;
  - (b) a payment out of the estate or assets of a person, liable jointly with the Purchaser or the Guarantor, to the Vendor; or
  - (c) a payment in the liquidation, winding up or bankruptcy of a person, liable jointly with the Purchaser or the Guarantor, to the Vendor.
12. Clause 11 applies equally if the person is liable under a security for money that the Purchaser or the Guarantor must pay.
13. The Purchaser or the Guarantor must pay all money payable to the Vendor and perform their several obligations before either may prove in competition with the Vendor:
  - (a) in an estate; or
  - (b) in relation to an asset in a liquidation, winding up or bankruptcy.
14. Clause 13 only applies if the amount that the Vendor is entitled to is reduced as a result.
15. Upon the written request of the Vendor, the Guarantor must pay the Vendor all expenses that the Vendor incurs in respect of the Vendor's exercise or attempted exercise of a right of the Vendor under this Schedule 1.
16. The Guarantor's obligations are not affected if:
  - (a) the Vendor releases or enters into a composition with the Purchaser;
  - (b) a payment made to the Vendor is later avoided; or
  - (c) the Vendor assigns or transfers the benefit of this Contract.
17. If the Vendor assigns or transfers the benefit of this Contract, then the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
18. The obligations of the Guarantor under this Schedule 1 are not released, discharged or otherwise affected by:
  - (a) failure by one or more Guarantors to execute this guarantee and indemnity, validly or otherwise;
  - (b) the grant of time, waiver, covenant not to sue or other indulgence;
  - (c) the release, including but not limited to a release as part of a novation, or discharge of a person;
  - (d) an arrangement, composition or compromise that a person enters into;
  - (e) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or



agreement;

- (f) a variation of this Contract including, but not limited to a variation in the date of completion;
- (g) a moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the Vendor in any way;
- (h) payment to the Vendor, including but not limited to a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
- (i) the Purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up; or
- (j) a person being appointed in respect of the Purchaser or any of its assets or undertakings, including but not limited to a receiver or manager or both, or a liquidator, or administrator.

EXECUTED AS A DEED BY THE GUARANTORS

SIGNED SEALED & DELIVERED by     )  
in the presence of:-                     )     Signature

.....  
Signature of Witness

.....  
Print Name of Witness

SIGNED SEALED & DELIVERED by     )  
in the presence of:-                     )     Signature

.....  
Signature of Witness

.....  
Print Name of Witness

**STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE**

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

**Possession and tenancies**

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What is the nature of any tenancy or occupancy?
  - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) What is the current rent payable?
  - (e) Please provide details of outgoing or contributions to outgoing payable and the manner in which they have been calculated (e.g. base year figures).
  - (f) All rent and outgoing or contributions to outgoing should be paid up to or beyond the date of completion.
  - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
  - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
  - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
  - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
  - (k) Are there any sub-leases? If so, copies should be provided.
  - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994 (NSW)*?  
 If so:
  - (a) complete copies of the disclosure statements as required by that Act should be provided;
  - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
  - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
  - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
  - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
  - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

**Title**

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

- 11.
- (a) In these requisitions, *personal property, secured party, security agreement, security interest and verification certificate* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)*.
  - (b) Are the inclusions or other items of personal property included in the sale (*inclusions*) subject to a security interest or has the vendor entered into any security agreement in respect of the inclusions and in respect of which the vendor has received, or waived its right to receive, a verification certificate? If so, please provide full details of the property the subject of the security interest, the nature of the security agreement giving rise to the security interest and the full name, address, ACN and/or ABN of the secured party or security agreement counterparty.
  - (c) If a security interest has arisen or been granted over the inclusions, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to the inclusions. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922 (NSW)*, *Access to Neighbouring Land Act 2000 (NSW)*, Section 88K of the *Conveyancing Act 1919 (NSW)*, Section 40 of the *Land and Environment Court Act 1979 (NSW)* or are there circumstances which would give rise to a notice or application under those Acts in respect of the Property or the common property? If the answer is yes, please provide full details.
- Rates and taxes**
14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
15. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax?  
If so:
- (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
16. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.
- Survey and building**
17. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
18. Is the vendor in possession of a survey report on the Property? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
19. In respect of the Property and the common property:
- (a) Have the provisions of the *Local Government Act 1993 (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations and instruments or former instruments been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 6 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
20. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?

- (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
21. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
  - (b) flooding or dampness?
  - (c) functional problems with equipment such as air conditioning, roofs, lifts or incliners, pool equipment, building management and security systems?
  - (d) asbestos, fibreglass or other material injurious to health having been used in the construction of the Property?
- If so, please provide full details.
22. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property or the common property?
23. Is there a swimming pool on the Property or the common property to which the *Swimming Pools Act 1992 (NSW)* applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 24.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)*?
25. Are any rainwater downpipes connected to the sewer?
- Affectations, notices and claims**
26. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions on use other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them such as underground pipes or structures?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?
    - (v) any charge or liability including liability for remediation of the Property, or proceedings under the *Contaminated Land Management Act 1997 (NSW)* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?
  - (e) If the answer to any part of Requisition 26(d) is yes, please:
    - (i) provide full details;
    - (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
    - (iii) provide full details regarding the extent of any non-compliance.

**Applications, Orders etc**

27. Are there any applications made, proposed or threatened, whether by an owner or owners of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar

- General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
28. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
29. Are there any:
- orders of the Tribunal;
  - notices of or investigations by the Owners Corporation;
  - notices or orders issued by any Court; or
  - notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
30. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
31. Has any proposal been given by any person or entity to the Owners Corporation for:
- a collective sale of the strata scheme; or
  - a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

#### **Owners Corporation management**

32. Has the initial period expired?
33. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
34. If the Property includes a utility lot, please specify the restrictions.
35. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
36. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- who has been appointed to each role;
  - when does the term of each appointment expire; and
  - what functions have been delegated to the strata managing agent and/or the building manager.
37. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
38. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
39. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
40. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
41. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
42. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
43. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
44. Has the Owners Corporation met all of its obligations under the Act relating to:
- insurances;
  - fire safety;
  - occupational health and safety;
  - building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - the preparation and review of the 10 year plan for the capital works fund; and
  - repair and maintenance.
45. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
46. Has an internal dispute resolution process been established? If so, what are its terms?
47. Has the Owners Corporation complied with its obligations to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

#### **Capacity**

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

#### **Warranties and service contracts**

49. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
50. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

**Requisitions and transfer**

- 51. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
- 52. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 53. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 54. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

**Completion**

- 55. Please confirm that on completion you will hand to us:
  - (a) a discharge of any mortgage, a withdrawal of any caveat, removal of any priority notice and the appropriate Section 22 Notice;
  - (b) the Certificate of Title Folio Identifier;
  - (c) Transfer executed by the vendor and Section 22 Notice;
  - (d) the vendor's copies of all leases and disclosure statements;
  - (e) notices of attornment;
  - (f) all keys in the possession of the vendor;
  - (g) original of any Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
  - (h) instruction manuals and warranties for any plant belonging to the vendor;
  - (i) any third party guarantees together with appropriate assignments;
  - (j) any documents required for the purchaser to have benefit of any bonds;
  - (k) tax invoice;
  - (l) depreciation schedule;
  - (m) any documents required for the purchaser to have good title to any fixtures, fittings or personal property; and
  - (n) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).
- 56. The purchaser reserves the right to make further requisitions prior to completion.
- 57. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.





LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 542/737456  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
6/6/2022	2:39 PM	7	27/1/2022

LAND  
-----

LOT 542 IN DEPOSITED PLAN 737456  
AT GUILDFORD  
LOCAL GOVERNMENT AREA CUMBERLAND  
PARISH OF ST JOHN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP737456

FIRST SCHEDULE  
-----

SMITHFIELD 40 PTY LTD (T AR837747)

SECOND SCHEDULE (3 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 X7292 EASEMENT TO DRAIN WATER AFFECTING PART OF THE  
LAND SHOWN SO BURDENED IN DP118151
- 3 AR837748 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 06/06/2022 14:39:30



PLAN FORM 1

*THIS IS THE ANNEXURE MARKED WITH THE LETTER "A" REFERRED TO IN TRANSFER DATED 7th MAY, 1987.*

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

X 7292 \* OFFICE USE ONLY

**Council Clerk's Certificate**

I hereby certify that -

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

(b) the requirements of section 34B of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, Hunter District Water, Sewerage, and Drainage Act, 1938, as amended.

have been complied with by the applicant in relation to the proposed  
 (Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. ....

Date .....

(Signature) ..... Council Clerk

\*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.  
 †Delete if inapplicable.

**Surveyor's Certificate**

I, **KENNETH BRUCE McCROW**  
 McLEOD McCROW & ASSOC. PTY. LTD.  
 of P.O. BOX 86 MERRYLANDS 2160  
 a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan **IS COMPILED**  
 is accurate and has been made (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on **10 OCTOBER 1986**

Signature: *[Signature]*  
 Surveyor registered under Surveyors Act, 1929, as amended.  
 Datum Line of Azimuth:  
 \*Strike out either (1) or (2). †Insert date of survey.

**PLAN OF PROPOSED EASEMENT TO DRAIN WATER 1.25 WIDE OVER LOT 542 IN D.P. 737456**

Mun./Shire: **HOLROYD** Locality: **GUILDFORD**  
 City: **GUILDFORD**

Parish: **ST. JOHN** County: **CUMBERLAND**

Reduction Ratio 1: **2000** Lengths are in metres

**D.P. 118151**

Registered: **21-8-1987**

C.A.:

Title System: **TORRENS**

Purpose: **EASEMENT**

Ref. Map:

Last Plan:

AS MORTGAGE UNDER MORTGAGE NO 848151 THE EXECUTIONS OF ESTATE I.V. GANNON HEREBY CONSENTS TO WITHIN PLAN 737456

*[Signature]*  
 SECRETARY

**THE COMMON SEAL OF J. MCCARTHY HOTEL WARE PTY LIMITED WAS AFFIXED HERETO BY AUTHORITY OF THE BOARD AND IN THE PRESENCE OF**

*[Signature]*  
 SECRETARY

**THE COMMON SEAL OF SHERIT PTY LIMITED WAS AFFIXED HERETO BY AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:-**

*[Signature]*  
 DIRECTOR

**SHERIT PTY LTD**

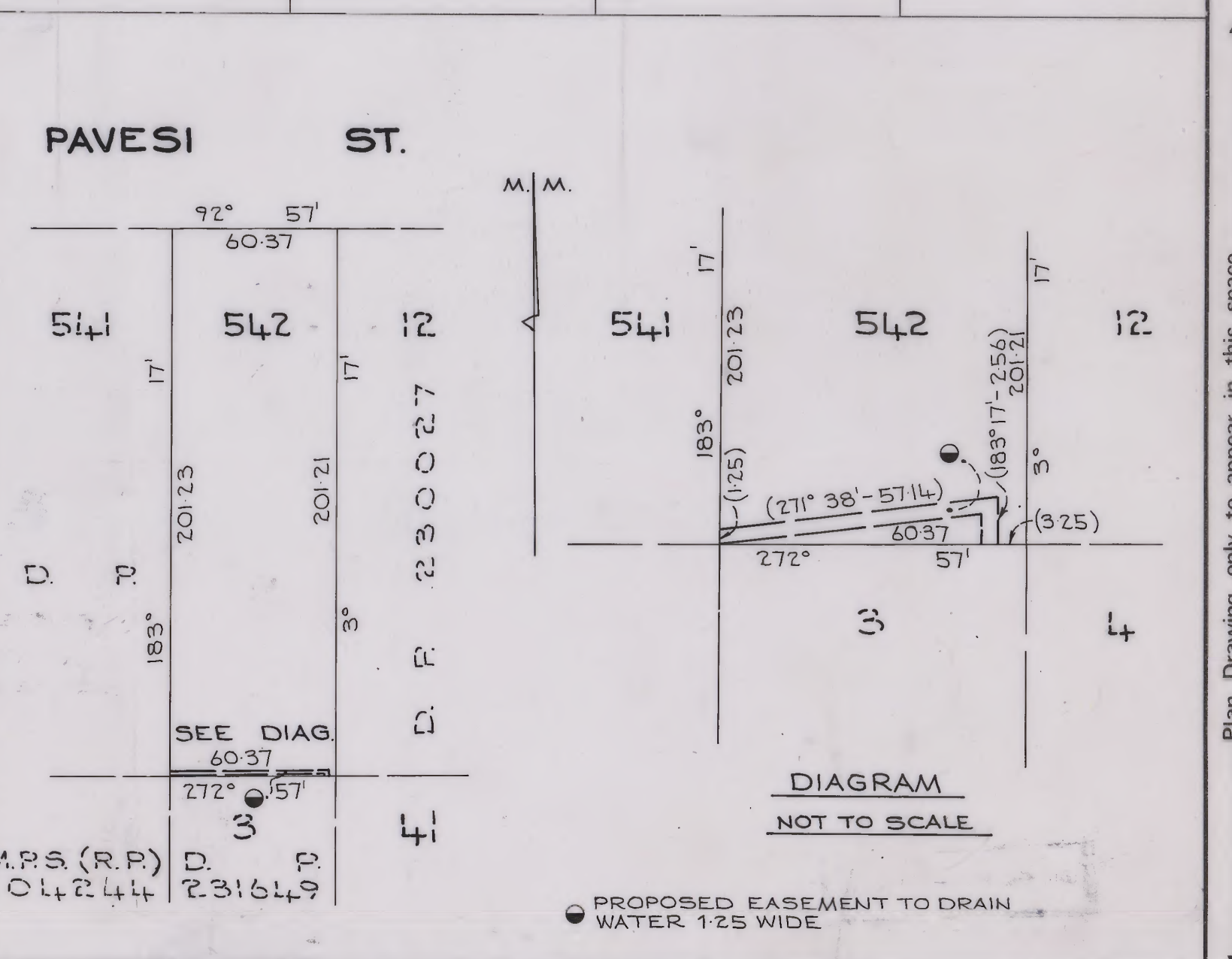
**AS Mortgagee under Mortgage No. Q168129 Westpac Banking Corporation hereby consents to the within Plan.**

**Westpac Banking Corporation by its Attorney who hereby states at the time of his executing this instrument he has no notice of the revocation of the Power of Attorney registered in the office of the Registrar General No. 734 Book 3598 under the authority of which he has executed this instrument.**

*[Signature]* 30/4/87  
 Asst to Manager Legal N.S.W. Division

**Signed Sealed and Delivered for and on behalf of Westpac Banking Corporation by MICHAEL FOSTER GRAY its duly constituted Attorney who is personally known to me**

**LODGE WITH DEALING**  
 M 23.7.87



10	20	30	40	50	60	Table of mm	100	110	120	130	140	150	160	170
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SURVEYOR'S REFERENCE 9/86/E

Plan Drawing only to appear in this space

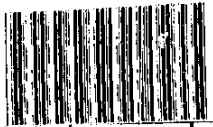
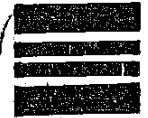
Plan Drawing only to appear in this space

AP 13B

STAMP DUTY

NSW \*\*\*\*\*10.00 STAMP-DUTY 8/05/87

13822 Q CHQ



X007292

**TRANSFER GRANTING EASEMENT**

REAL PROPERTY ACT, 1900  
 (See Instructions for Completion on back of form)

TG	CA. 1 of 1	Rof
	\$ 87.	

Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
Folio Identifier 542/737456 (formerly Vol 12672 Fol: 56 and Part Vol: 7319 Fol: 172)	Folio Identifier 541/737456 (formerly Part Volume 7319 Fol: 172 & Vol: 3445 Fol: 199)

DESCRIPTION OF LAND Note (a)

TRANSFEROR (registered proprietor of servient tenement) Note (b)

J. MCCARTHY HOTELWARE PTY LIMITED of 42 Pavasi Street, Guildford.

Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 1.00 and TRANSFERS and GRANTS an Easement to drain water 1.25 metres wide over the site of easement indicated on the plan annexed hereto and marked "A" provided that the Transferee shall at its own cost and expense pay and maintain the pipes below the surface along the site of easement.

OFFICE USE ONLY  
**OVER**

TRANSFEEE (registered proprietor of dominant tenement) Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEEE  
**SHERIT PTY LIMITED**

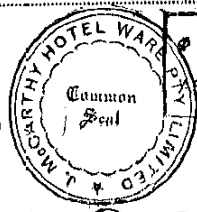
PRIOR ENCUMBRANCES Note (d)

subject to the following PRIOR ENCUMBRANCES: 1. Mortgage Q168129  
 2. Mortgage Q481251 varied by S319675 and V593377

DATE OF TRANSFER 7th May 1987  
 We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION Note (a)

Signed in my presence by the transferor who is personally known to me (The Common Seal of J. McCarthy Hotelware Pty Limited was affixed hereto) by authority of the Board of Directors in the presence of [Signature] Secretary  
 Address and occupation of Witness

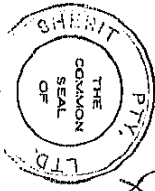


PLANN REFILED  
 DE. 118151

[Signature]  
 Signature of Transferor

Note (c)

Signed in my presence by the transferee who is personally known to me (The Common Seal of Sherit Pty Limited was affixed hereto) by authority of the Board of Directors in the presence of [Signature] Secretary  
 Address and occupation of Witness



[Signature]  
 Signature of Transferee

TO BE COMPLETED BY LODGING PARTY Notes (f) and (g)

LODGED BY <b>GORRS PAVEY WHITING &amp; BYRNE BOX 306X</b>	LOCATION OF DOCUMENTS	
	OTHER <input checked="" type="checkbox"/>	Herewith. In R.G.O. with Produced by <u>374</u>
Delivery Box Number	REGISTERED - -19 <u>21-8-1987</u>	
Extra Fee	Checked by <u>[Signature]</u>	Registrar General <u>[Signature]</u>

OFFICE USE ONLY

310

RP 13B

**INSTRUCTIONS FOR COMPLETION**

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.  
 Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.  
 Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.  
 If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.  
 Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.  
 Rule up all blanks.

- The following instructions relate to the side notes on the form.
- (a) **Description of land. TORRENS TITLE REFERENCE.**—Insert the current Folio Identifiers or Volume and folios of the Certificates of Title/Crown Grants for both the dominant and servient tenements, e.g., 135/SPI2345 or Vol. 8514 Fol. 126.
  - (b) Show the full name, address and occupation or description.
  - (c) State the nature of the easement (see, e.g., section 1B1A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.
  - (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.
  - (e) **Execution.**
    - GENERALLY** (i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.
    - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
    - ATTORNEY** (iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. and I declare that I have no notice of the revocation of the said power of attorney".
    - AUTHORITY** (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
    - CORPORATION** (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., "In accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
  - (f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.
  - (g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbte for probate, L/A for letters of administration.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS				
(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D)	(E) NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS				
(F) FOLIO IDENTIFIER OR PROP. DEALING & FOLIO IDENTIFIER	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K) DETAILS
542/737456	ON	EA	X7292	EASEMENT TO DRAIN WATER AFFECTING PART OF THE LAND SHOWN SO BURDENED IN D.P. 118151.
541/737456	ON	EA	X7292	EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN D.P. 118151.
541/737456	CT	306X		
542/737456	CT	37Y		





CUMBERLAND  
CITY COUNCIL

**APPLICANT:** D'Agostino Solicitors  
Po Box 470  
LIVERPOOL NSW 1871

### **PLANNING CERTIFICATE**

Issued under section 10.7(2) Environmental Planning and Assessment Act 1979

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**Property:** 40 Pavesi Street SMITHFIELD NSW 2164  
**Title:** Lot 542 DP 737456  
**Land No:** 99013  
**Certificate No:** PC2022/2776  
**Certificate Date:** 06/06/2022  
**Applicant's Ref:** 22350

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160  
T 02 8757 9000 E [council@cumberland.nsw.gov.au](mailto:council@cumberland.nsw.gov.au) W [cumberland.nsw.gov.au](http://cumberland.nsw.gov.au)  
ABN 22 798 563 329

**Welcome *Belong* Succeed**

**SECTION 10.7(2)**

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), the following prescribed matters relate to the land at the date of this certificate.

**ITEM 1 - Names of relevant planning instruments and DCPs****1. *The following environmental planning instruments apply to the carrying out of development on the land:***

Cumberland Local Environmental Plan 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
 State Environmental Planning Policy (Housing) 2021  
 State Environmental Planning Policy (Industry and Employment) 2021  
 State Environmental Planning Policy (Planning Systems) 2021  
 State Environmental Planning Policy (Primary Production) 2021  
 State Environmental Planning Policy (Resilience and Hazards) 2021  
 State Environmental Planning Policy (Resource and Energy) 2021  
 State Environmental Planning Policy (Transport and Infrastructure) 2021  
 State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development  
 State Environmental Planning Policy - Building Sustainability Index: BASIX 2004

**2. *The following proposed environmental planning instruments apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:***

No proposed environmental planning instruments apply

**3. *The following development control plans apply to the carrying out of development on the land:***

Cumberland Development Control Plan 2021

**ITEM 2 - Zoning and land use under relevant LEPs****1. (a) *Zoning details in the instruments identified in ITEM 1(1) above*****Zone IN2 Light Industrial****1. Objectives of zone**

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

**2. Permitted without consent**

Nil

**3. Permitted with consent**

Centre-based child care facilities; Depots; Garden centres; Hardware and building supplies; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Markets; Neighbourhood shops; Oyster aquaculture; Places of public worship;



**Planning Certificate****Property:** 40 Pavesi Street SMITHFIELD NSW 2164**Certificate No.:** PC2022/2776**Certificate Date:** 06/06/2022

Plant nurseries; Respite day care centres; Restaurants or cafes; Roads; Rural supplies; School-based child care; Tank-based aquaculture; Timber yards; Warehouse or distribution centres; Any other development not specified in item 2 or 4

**4. Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Early education and care facilities; Eco-tourist facilities; Educational establishments; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home businesses; Home industries; Home occupations; Home occupations (sex services); Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond-based aquaculture; Recreation facilities (major); Research stations; Residential accommodation; Restricted premises; Rural industries; Sewerage systems; Sex services premises; Tourist and visitor accommodation; Vehicle body repair workshops; Veterinary hospitals; Waste disposal facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

***Additional permitted uses***

No additional uses apply

***Exhibition of Employment Zone Reform***

On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the NSW Department of Planning and Environment Planning Portal ([www.planningportal.nsw.gov.au/employment-zones](http://www.planningportal.nsw.gov.au/employment-zones)).

***(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?***

No fixed minimum land dimensions apply to this land

***(c) Does the land include or comprise critical habitat?***

The land does not include or comprise critical habitat

***(d) Is the land within a heritage conservation area?***

The land is not within a heritage conservation area

***(e) Is there a heritage item situated on the land?***

There are no heritage items situated on the land

**Planning Certificate****Property:** 40 Pavesi Street SMITHFIELD NSW 2164**Certificate No.:** PC2022/2776**Certificate Date:** 06/06/2022**2. (a) Zoning details in the instruments identified in ITEM 1(2) above**

No draft zoning applies to the land

**Additional permitted uses**

No draft additional uses apply

**(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?**

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

**(c) Does the land include or comprise critical habitat?**

The land does not include or comprise critical habitat under a draft environmental planning instrument

**(d) Is the land within a draft heritage conservation area?**

The land is not within a draft heritage conservation area

**(e) Is there a draft heritage item situated on the land?**

There are no draft heritage items situated on the land

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**ITEM 2A - Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

***Is the land identified within any zone under Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, a Precinct Plan, or a Proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act?***

No

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**ITEM 3 – Complying Development Exclusions**

***Is the land, land on which complying development may be carried out under clauses 1.17A(1)(c) to (e),(2),(3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?***

***Housing Code***

Yes, under the Housing Code complying development may be carried out on the land.

***Rural Housing Code***

Yes, under the Rural Housing Code complying development may be carried out on the land.

***Low Rise Housing Diversity Code***

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

**Planning Certificate****Property:** 40 Pavesi Street SMITHFIELD NSW 2164**Certificate No.:** PC2022/2776**Certificate Date:** 06/06/2022***Housing Alterations Code***

Yes, under the Housing Alterations Code complying development may be carried out on the land.

***General Development Code***

Yes, under the General Development Code complying development may be carried out on the land.

***Industrial and Business Alterations Code***

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

***Industrial and Business Buildings Code***

Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

***Container Recycling Facilities Code***

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

***Subdivisions Code***

Yes, under the Subdivisions Code complying development may be carried out on the land.

***Demolition Code***

Yes, under the Demolition Code complying development may be carried out on the land.

***Fire Safety Code***

Yes, under the Fire Safety Code complying development may be carried out on the land.

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**ITEM 4 – (Repealed)**

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**ITEM 4A – (Repealed)**

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

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

No

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**ITEM 5 – Mine subsidence**

***Is the land proclaimed to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?***

No

**Planning Certificate**

Certificate No.: PC2022/2776

Property: 40 Pavesi Street SMITHFIELD NSW 2164

Certificate Date: 06/06/2022

**ITEM 6 – Road widening and road realignment***Is the land affected by any road widening or road realignment under:*

- (a) *Division 2 of Part 3 of the Roads Act 1993; or*  
 (b) *Any environmental planning instrument; or*  
 (c) *Any resolution of the Council?*

No

**ITEM 7 – Council and other public authority policies on hazard risk restrictions**

- (a) *Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-*

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	Other Risk	No

- (b) *Whether or not the land is affected by a policy 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:-*

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	Other Risk	No

**ITEM 7A – Flood related development controls information**

1. *Is the land or part of the land within the flood planning area and subject to flood - related development controls.*

No

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

Yes

**Planning Certificate****Property:** 40 Pavesi Street SMITHFIELD NSW 2164**Certificate No.:** PC2022/2776**Certificate Date:** 06/06/2022**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.

**ITEM 8 – Land reserved for acquisition**

**Is there an environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 which makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?**

No

**ITEM 9 – Contributions plans**

**The name of each contributions plan applying to the land is:-**

Cumberland Local Infrastructure Contributions Plan 2020

**ITEM 9A - Biodiversity certified land**

**Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995)?**

No

**ITEM 10 – Biodiversity stewardship sites**

**Has Council been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995)?**

No

**ITEM 10A – Native vegetation clearing set asides**

**Under section 60ZC of the Local Land Service Act 2013, has Council been notified by Local Land Services (or is it registered in the public register under that section) that the land contains a set aside area?**

No

**ITEM 11 – Bush fire prone land**

- |            |  |     |
|------------|--|-----|
| <b>(a)</b> | <b>All of the land is bush fire prone land.</b>  | No  |
| <b>(b)</b> | <b>Some of the land is bush fire prone land.</b> | No  |
| <b>(c)</b> | <b>None of the land is bush fire prone land.</b> | Yes |

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**ITEM 12 – Property vegetation plans**

*Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?*

No

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**ITEM 13 – Orders under Trees (Disputes Between Neighbours) Act 2006**

*Has Council been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?*

No

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**ITEM 14 – Directions under Part 3A**

*Is there a direction by the Minister in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979 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?*

No

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**ITEM 15 – Site compatibility certificates and conditions for seniors housing**

*If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, have terms of a kind referred to in clause 88(2) of the policy been imposed as a condition of development consent granted after 11 October 2007 in relation to the land?*

No

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**ITEM 16 – Site compatibility certificates for infrastructure, schools or TAFE establishments**

*Has a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments), of which the Council is aware, been issued?*

No

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**ITEM 17 – Site compatibility certificates and conditions for affordable rental housing**

1. *Has a current site compatibility certificate (affordable rental housing), of which the Council is aware, been issued in respect of proposed development on the land?*

No

2. *If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, have terms of a kind referred to in clause 21(1) or 40(1) of the policy been imposed as a condition of development consent in relation to the land?*

No

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**Planning Certificate**

Certificate No.: PC2022/2776

Property: 40 Pavesi Street SMITHFIELD NSW 2164

Certificate Date: 06/06/2022

**ITEM 18 – Paper subdivision information**

***Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?***

No

**ITEM 19 – Site verification certificates**

***Has Council been made aware of a current site verification certificate that has been issued in respect of the land?***

No

**ITEM 20 – Loose – fill asbestos insulation**

***Has Council been notified that 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

**ITEM 21 – Affected building notices and building product rectification orders**

**1. Is any affected building notice in force in respect of the land?**

No

**2. Is any building product rectification order in force in respect of the land that has not been fully complied with?**

No

**3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?**

No

**ITEM 22 - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020**

**For land to which *State Environmental Planning Policy (Western Sydney Aerotropolis) 2020* applies, whether the land is –**

- (a)** in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or
- (b)** shown on the *Lighting Intensity and Wind Shear Map* under that Policy, or
- (c)** shown on the *Obstacle Limitation Surface Map* under that Policy, or
- (d)** in the “public safety area” on the *Public Safety Area Map* under that Policy, or
- (e)** in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the *Wildlife Buffer Zone Map* under that Policy.

The land is not affected.

**NOTE 1 – Matters arising under the Contaminated Land Management Act 1997**

***Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters to be specified in planning certificates:-***

**Planning Certificate****Property:** 40 Pavesi Street SMITHFIELD NSW 2164**Certificate No.:** PC2022/2776**Certificate Date:** 06/06/2022

(a) ***At the date of this certificate, is the land (or part of the land) to which this certificate relates significantly contaminated land?***

No

(b) ***At the date of this certificate, is the land to which this certificate relates subject to a management order?***

No

(c) ***At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?***

No

(d) ***At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?***

No

(e) ***At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?***

No

**Note:** This information was sourced from the record under section 58 of the *Contaminated Land Management Act 1997*. If the land does not appear on the record it may still be affected by contamination. For example:

Contamination may be present, but the site has not been regulated by the EPA under the *Contaminated Land Management Act 1997*.

The EPA may be regulating contamination at the site through a license or notice under the Protection of the *Environment Operations Act 1997*.

Contamination at the site may be being managed under the *State Environmental Planning Policy No 55-Remediation of Land*.

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## **GENERAL INFORMATION**

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

When advice in accordance with section 10.7(5) is requested the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)



**Planning Certificate**

**Property:** 40 Pavesi Street SMITHFIELD NSW 2164

**Certificate No.:** PC2022/2776

**Certificate Date:** 06/06/2022

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Please contact Council's Strategic Planning section for further information about this Planning Certificate.

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Peter J. Fitzgerald  
**GENERAL MANAGER**



# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

**Disclaimer**

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Sewer Service Diagram

Application Number: 8001711062

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD  
**SEWERAGE SERVICE DIAGRAM**  
 Municipality of *Holroyd* No. *566705*

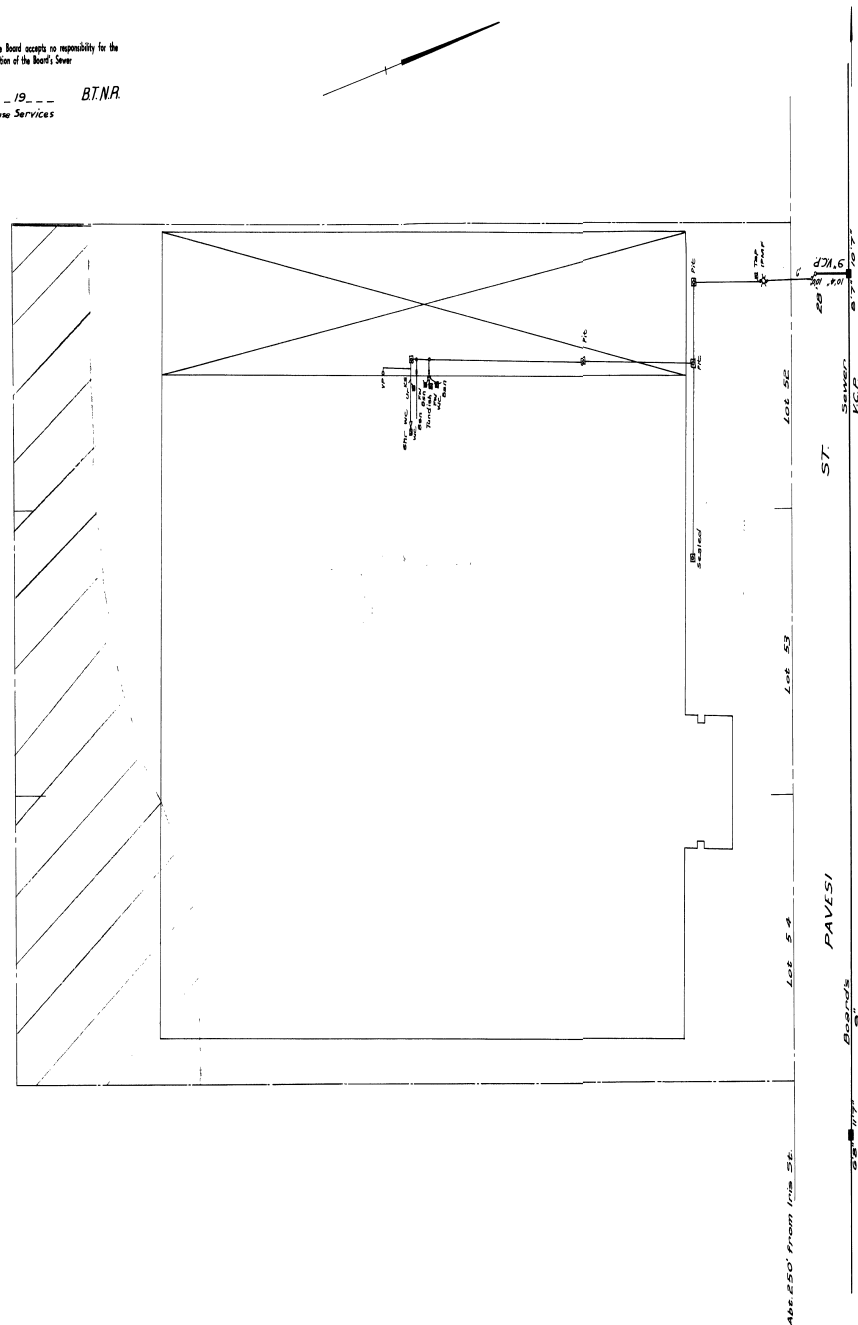
**SYMBOLS AND ABBREVIATIONS**

□ Boundary Trip	■ R.V. Reflux Valve	⌋ Induct Pipe	⊞ Basin
■ PI	⊖ Choking Eye	M.P. Mice Pipe	⊞ Shower
⊞ G.I. Grease Interceptor	○ Vent. Vent. Pipe	T. Tube	W.I.P. Wrought Iron Pipe
⊞ Gully	○ V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
⊞ P.T. P. Trap	○ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
⊞ R.S. Reflux Sink	D.C.C. Down Coat Cowl	B.W. Bath Waste	W.M. Washing Machine

Scale: 40 Feet To An Inch

**SEWER AVAILABLE**  
 Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the stability of the drainage in relation to the eventual position of the Board's Sewer

*D.S. 10866* ----- 19. --- *BTNR*  
 For Engineer House Services

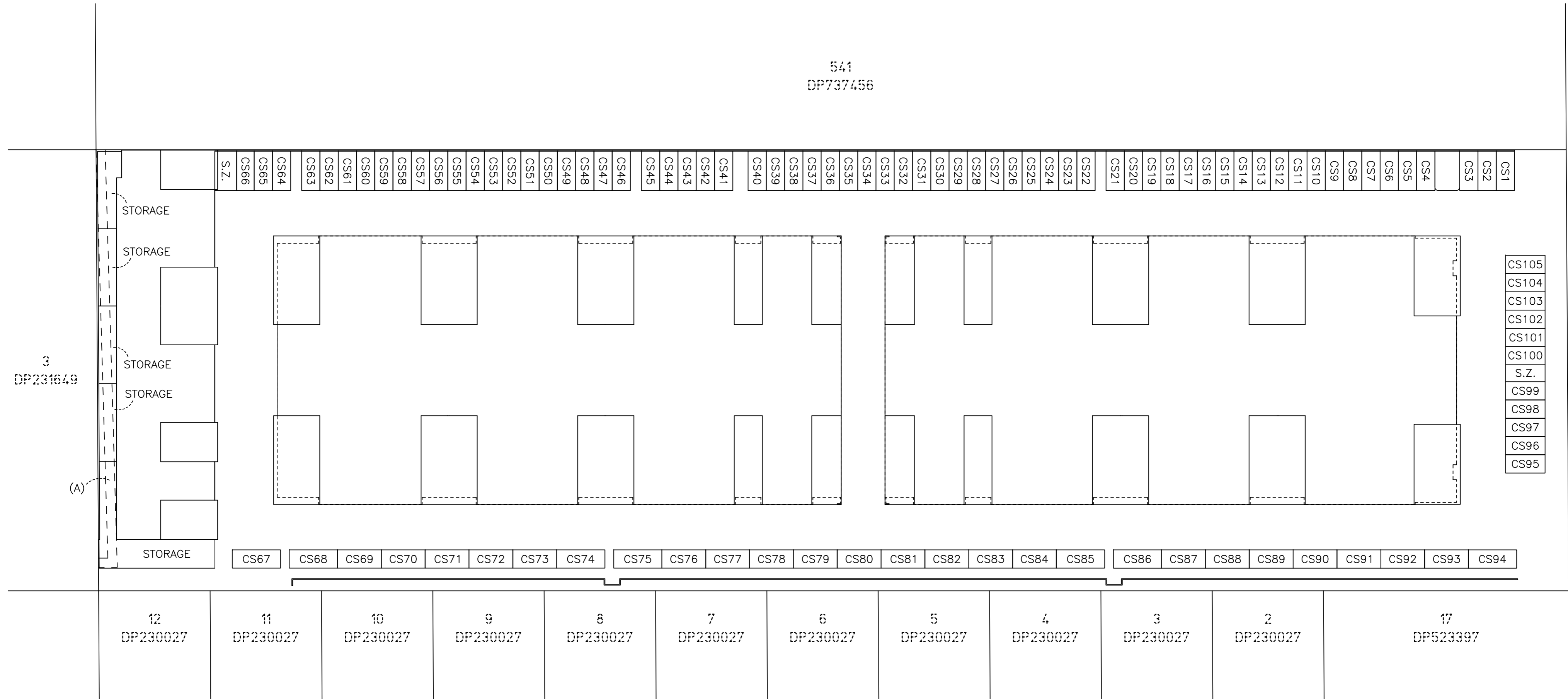


**Disclaimer**

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

**ANNEXURE “A”:  
DRAFT STRATA PLAN**

NOTES:  
1. CS# DENOTES CAR SPACE (SEE SCHEDULE).  
2. S.Z. DENOTES SHARED ZONE.



### LOCATION PLAN

(A) DENOTES EASEMENT TO DRAIN WATER 1.25 WIDE (X7292).

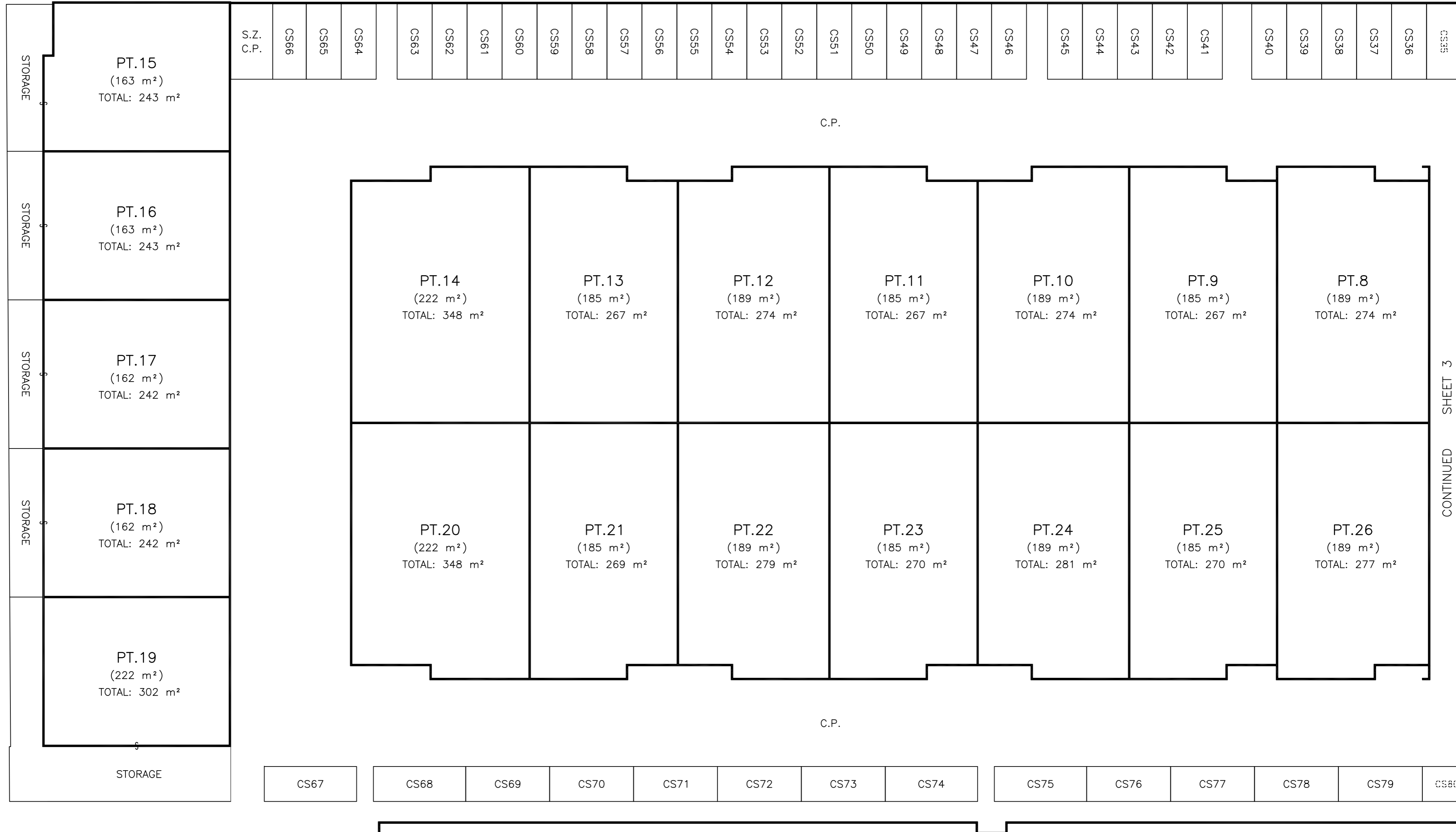


SURVEYOR Name: MARTIN YAMENG XU Date: Reference: 14887	PLAN HEADING PLAN OF SUBDIVISION OF LOT 542 IN DP737456	L.G.A.: CUMBERLAND Locality: SMITHFIELD Reduction Ratio 1:400 Lengths are in metres	REGISTERED	SP	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p style="font-size: 24px; margin: 0;">DRAFT</p> <p style="font-size: 10px; margin: 0;">SUBJECT TO FINAL SURVEY</p> </div>
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NOTES:

- 1. AREAS ARE APPROXIMATE ONLY AND FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.
- 2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY.
- 3. CAR SPACES ARE LIMITED IN STRATUM TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR, EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
- 4. STORAGES ARE LIMITED IN STRATUM TO 8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR, EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
- 4. C.P. DENOTES COMMON PROPERTY.
- 5. CS# DENOTES CAR SPACE (SEE SCHEDULE).
- 6. S.Z. DENOTES SHARED ZONE.

SCHEDULE OF CAR SPACES		
CAR SPACES	LOT	AREA (m <sup>2</sup> )
CS36	PT.12	14
CS37	PT.12	14
CS38	PT.12	14
CS39	PT.13	14
CS40	PT.13	14
CS41	PT.13	14
CS42	PT.14	14
CS43	PT.14	14
CS44	PT.14	14
CS45	PT.14	14
CS46	PT.15	14
CS47	PT.15	14
CS48	PT.15	14
CS49	PT.16	14
CS50	PT.16	14
CS51	PT.16	14
CS52	PT.17	14
CS53	PT.17	14
CS54	PT.17	14
CS55	PT.18	14
CS56	PT.18	14
CS57	PT.18	14
CS58	PT.19	14
CS59	PT.19	14
CS60	PT.19	14
CS61	PT.20	14
CS62	PT.20	14
CS63	PT.20	14
CS64	PT.20	14
CS65	PT.21	14
CS66	PT.21	13
CS67	PT.21	17
CS68	PT.22	17
CS69	PT.22	15
CS70	PT.22	15
CS71	PT.23	15
CS72	PT.23	15
CS73	PT.23	15
CS74	PT.24	17
CS75	PT.24	17
CS76	PT.24	15
CS77	PT.25	15
CS78	PT.25	15
CS79	PT.25	15



SHEET 3 CONTINUED

GROUND LEVEL



SURVEYOR Name: MARTIN YAMENG XU Date: Reference: 14887	PLAN HEADING PLAN OF SUBDIVISION OF LOT 542 IN DP737456	L.G.A.: CUMBERLAND Locality: SMITHFIELD Reduction Ratio 1:200 Lengths are in metres	REGISTERED  SP	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>DRAFT</b>          SUBJECT TO FINAL SURVEY       </div>
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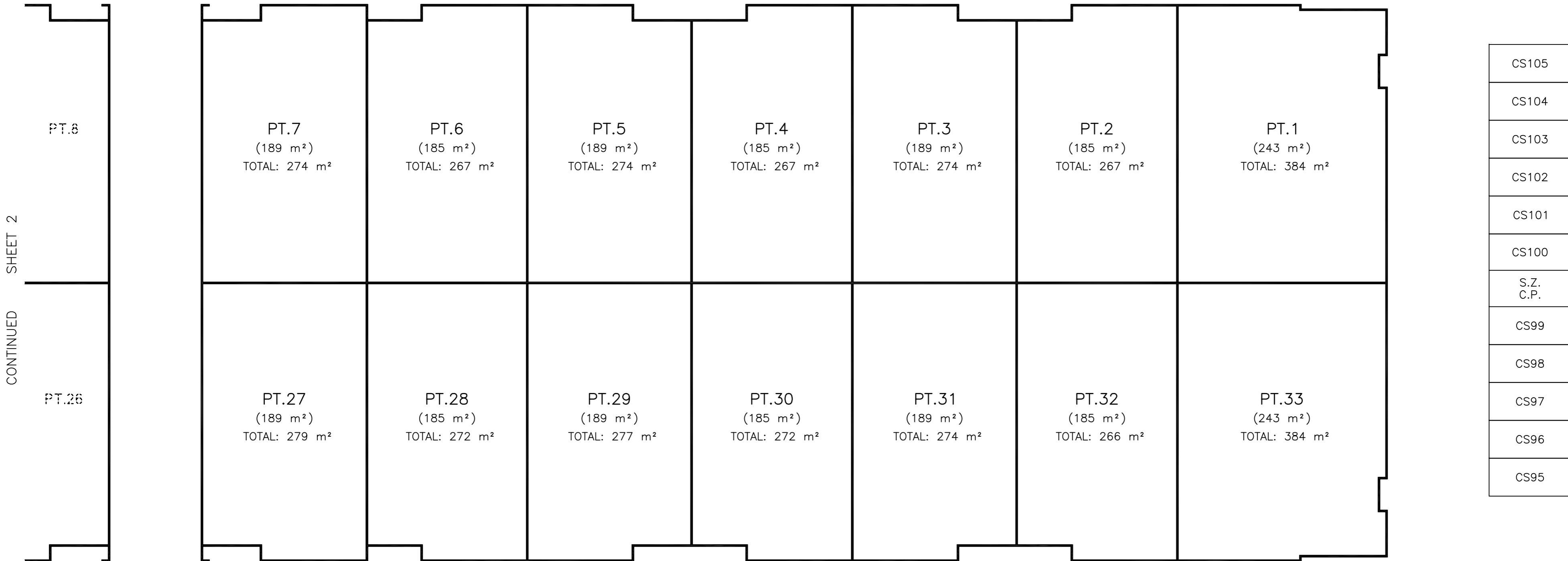


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3. CAR SPACES ARE LIMITED IN STRATUM TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR, EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
4. C.P. DENOTES COMMON PROPERTY.
5. CS# DENOTES CAR SPACE (SEE SCHEDULE).
6. S.Z. DENOTES SHARED ZONE.

CS37	CS36	CS35	CS34	CS33	CS32	CS31	CS30	CS29	CS28	CS27	CS26	CS25	CS24	CS23	CS22	CS21	CS20	CS19	CS18	CS17	CS16	CS15	CS14	CS13	CS12	CS11	CS10	CS9	CS8	CS7	CS6	CS5	CS4	C.P.	CS3	CS2	CS1
------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	-----	-----	-----	-----	-----	-----	------	-----	-----	-----

C.P.



CS105
CS104
CS103
CS102
CS101
CS100
S.Z. C.P.
CS99
CS98
CS97
CS96
CS95

SCHEDULE OF CAR SPACES		
CAR SPACES	LOT	AREA (m <sup>2</sup> )
CS1	PT.1	14
CS2	PT.1	14
CS3	PT.1	14
CS4	PT.1	14
CS5	PT.1	14
CS6	PT.2	14
CS7	PT.2	14
CS8	PT.2	14
CS9	PT.3	14
CS10	PT.3	14
CS11	PT.3	14
CS12	PT.4	14
CS13	PT.4	14
CS14	PT.4	14
CS15	PT.5	14
CS16	PT.5	14
CS17	PT.5	14
CS18	PT.6	14
CS19	PT.6	14
CS20	PT.6	14
CS21	PT.7	14
CS22	PT.7	14
CS23	PT.7	14
CS24	PT.8	14
CS25	PT.8	14
CS26	PT.8	14
CS27	PT.9	14
CS28	PT.9	14
CS29	PT.9	14
CS30	PT.10	14
CS31	PT.10	14
CS32	PT.10	14
CS33	PT.11	14
CS34	PT.11	14
CS35	PT.11	14
CS80	PT.26	15
CS81	PT.26	15
CS82	PT.26	15
CS83	PT.27	15
CS84	PT.27	15
CS85	PT.27	17
CS86	PT.28	17
CS87	PT.28	15
CS88	PT.28	15
CS89	PT.29	15
CS90	PT.29	15
CS91	PT.29	15
CS92	PT.30	15
CS93	PT.30	15
CS94	PT.30	17
CS95	PT.31	14
CS96	PT.31	14
CS97	PT.31	14
CS98	PT.32	14
CS99	PT.32	14
CS100	PT.32	13
CS101	PT.33	14
CS102	PT.33	14
CS103	PT.33	14
CS104	PT.33	14
CS105	PT.33	14

CS79	CS80	CS81	CS82	CS83	CS84	CS85	CS86	CS87	CS88	CS89	CS90	CS91	CS92	CS93	CS94
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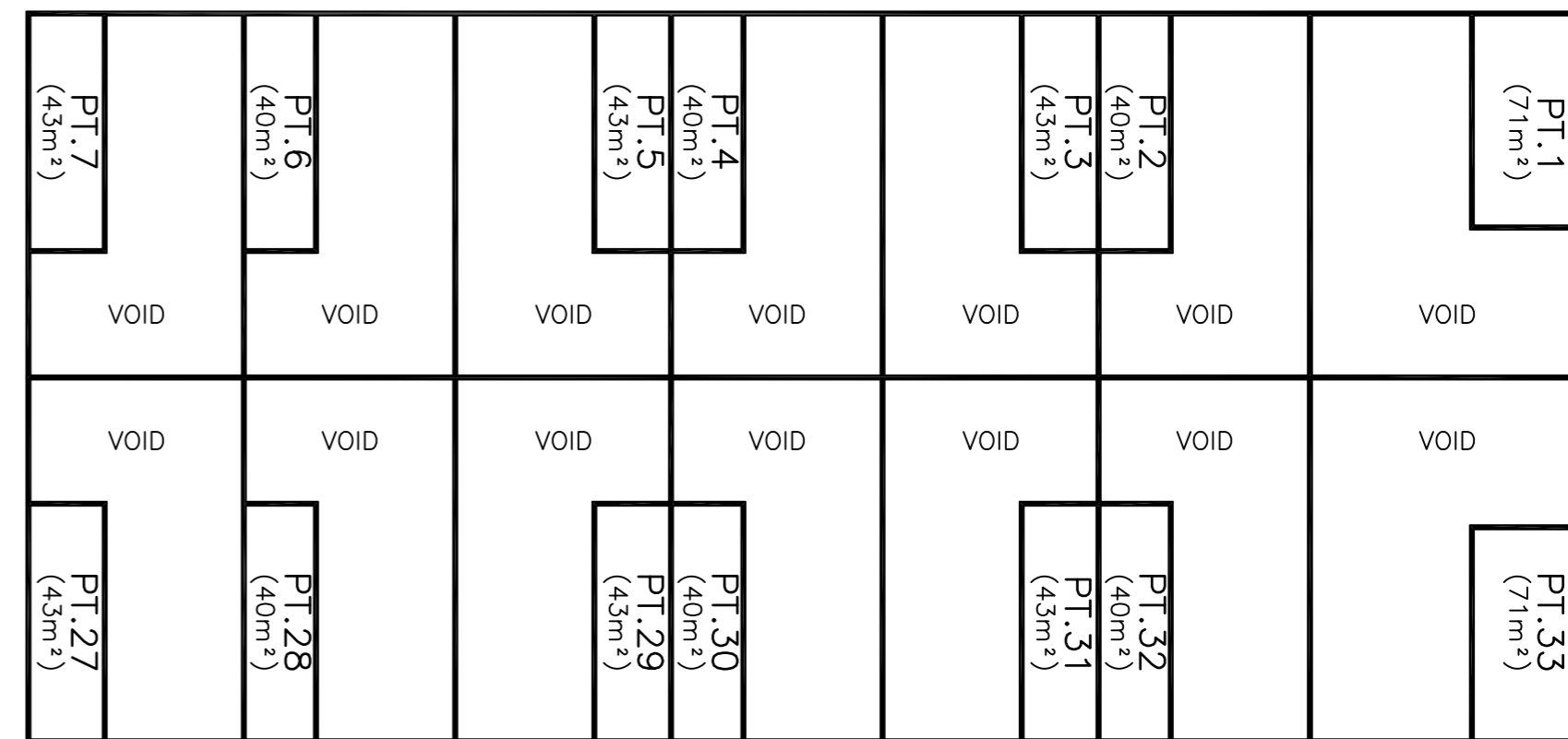
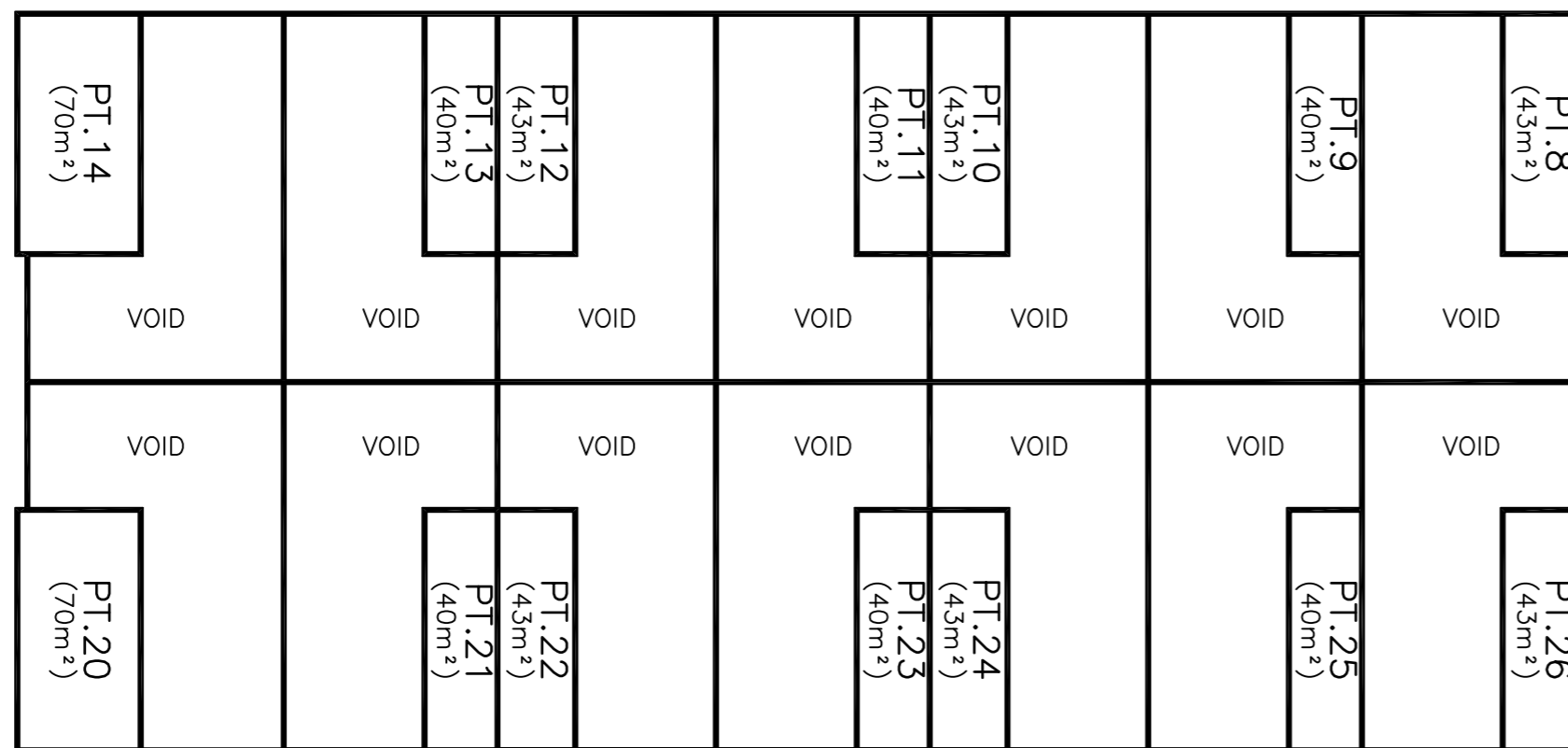
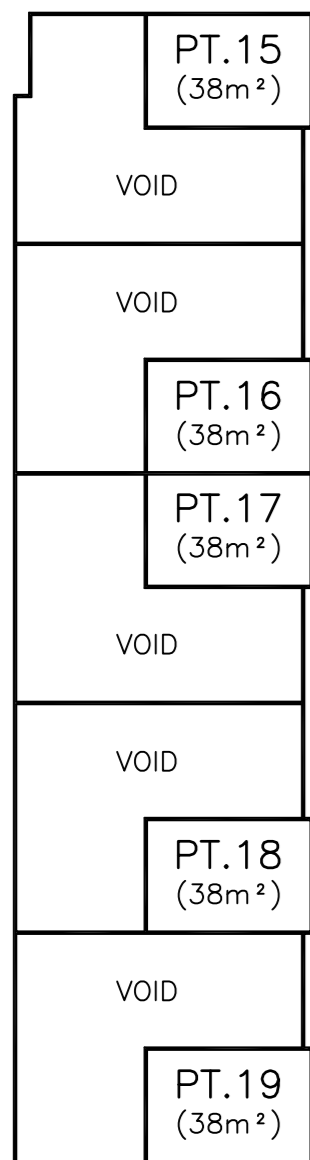
GROUND LEVEL



SURVEYOR Name: MARTIN YAMENG XU Date: Reference: 14887	PLAN HEADING PLAN OF SUBDIVISION OF LOT 542 IN DP737456	L.G.A.: CUMBERLAND Locality: SMITHFIELD Reduction Ratio 1:200 Lengths are in metres	REGISTERED	SP <b>DRAFT</b> SUBJECT TO FINAL SURVEY
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MEZZANINE



<p>SURVEYOR Name: MARTIN YAMENG XU Date: Reference: 14887</p>	<p>PLAN HEADING PLAN OF SUBDIVISION OF LOT 542 IN DP737456</p>	<p>L.G.A.: CUMBERLAND Locality: SMITHFIELD Reduction Ratio 1:350 Lengths are in metres</p>	<p>REGISTERED</p>	<p>SP <b>DRAFT</b> SUBJECT TO FINAL SURVEY</p>
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SP FORM 3.01	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)
Office Use Only  Registered:	Office Use Only  <b>DRAFT</b>  (date modified: 18/07/2022)	
<b>PLAN OF SUBDIVISION OF: LOT 542 IN DP737456</b>	LGA: LANE COVE  Locality: ST LEONARDS  Parish: WILLOUGHBY  County: CUMBERLAND	
This is a <del>*FREEHOLD</del> / <b>*LEASEHOLD</b> Strata Scheme		
Address for Service of Documents  Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i> ) * The strata by-laws lodged with the plan.	
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> <p>I, Martin Yameng Xu of M. Y. Xu &amp; Co., 162 Murray Farm Road, Beecroft NSW 2119, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p>*(a) a public place</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....</p> <p>Signature: .....</p> <p>Date: .....</p> <p>Surveyor ID: 5501</p> <p>Surveyor's Reference: 14887</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>	<p style="text-align: center;"><b>Strata Certificate (Registered Certifier)</b></p> <p>I .....being a Registered Certifier, registration number ....., certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference: .....</p> <p>Relevant Planning Approval No.: ..... issued by: .....</p> <p>Signature: .....</p> <p>Date: .....</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>	
* Strike through if inapplicable		

SP FORM 3.07 (2019)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 4 sheet(s)
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Office Use Only	Office Use Only
Registered:	<h1>DRAFT</h1> <p>(date modified: 18/07/2022)</p>

### VALUER'S CERTIFICATE

I, \* ..... of .....

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body:.....

Class of membership:.....

Membership number:.....

certify that the unit entitlements shown in the schedule herewith were apportioned on ..... (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: ..... Date .....

\* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT							
LOT	UE	LOT	UE	LOT	UE	LOT	UE
1		10		19		28	
2		11		20		29	
3		12		21		30	
4		13		22		31	
5		14		23		32	
6		15		24		33	
7		16		25			
8		17		26			
9		18		27			
AGGREGATE:							

SP FORM 3.08 (Annexure)

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:

**DRAFT**

(date modified: 18/07/2022)

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP	N/A	N/A	Pavesi	Street	Smithfield
1	N/A	N/A	Pavesi	Street	Smithfield
2	N/A	N/A	Pavesi	Street	Smithfield
3	N/A	N/A	Pavesi	Street	Smithfield
4	N/A	N/A	Pavesi	Street	Smithfield
5	N/A	N/A	Pavesi	Street	Smithfield
6	N/A	N/A	Pavesi	Street	Smithfield
7	N/A	N/A	Pavesi	Street	Smithfield
8	N/A	N/A	Pavesi	Street	Smithfield
9	N/A	N/A	Pavesi	Street	Smithfield
10	N/A	N/A	Pavesi	Street	Smithfield
11	N/A	N/A	Pavesi	Street	Smithfield
12	N/A	N/A	Pavesi	Street	Smithfield
13	N/A	N/A	Pavesi	Street	Smithfield
14	N/A	N/A	Pavesi	Street	Smithfield
15	N/A	N/A	Pavesi	Street	Smithfield
16	N/A	N/A	Pavesi	Street	Smithfield
17	N/A	N/A	Pavesi	Street	Smithfield
18	N/A	N/A	Pavesi	Street	Smithfield
19	N/A	N/A	Pavesi	Street	Smithfield
20	N/A	N/A	Pavesi	Street	Smithfield
21	N/A	N/A	Pavesi	Street	Smithfield
22	N/A	N/A	Pavesi	Street	Smithfield
23	N/A	N/A	Pavesi	Street	Smithfield
24	N/A	N/A	Pavesi	Street	Smithfield
25	N/A	N/A	Pavesi	Street	Smithfield
26	N/A	N/A	Pavesi	Street	Smithfield
27	N/A	N/A	Pavesi	Street	Smithfield
28	N/A	N/A	Pavesi	Street	Smithfield
29	N/A	N/A	Pavesi	Street	Smithfield
30	N/A	N/A	Pavesi	Street	Smithfield
31	N/A	N/A	Pavesi	Street	Smithfield
32	N/A	N/A	Pavesi	Street	Smithfield
33	N/A	N/A	Pavesi	Street	Smithfield

Surveyor's Reference: 14887

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 4 sheet(s)
Office Use Only  Registered:	Office Use Only  <b>DRAFT</b>  (date modified: 18/07/2022)	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>• Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>		
<p>88B INSTRUMENTS MAY BE ATTACHED TO THIS PLAN.</p>		
Surveyor's Reference: 14887		

**ANNEXURE “B”:  
DRAFT BY-LAW INSTRUMENT**

Approved Form 7	Strata Plan By-Laws	Sheet 1 of 6 sheets(s)
Office Use Only Registered:		Office Use Only

**Instrument setting out the details of by-laws to be created upon registration of a strata plan**

**1. VEHICLES**

- 1.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- 1.2 The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

**2. OBSTRUCTION OF COMMON PROPERTY**

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

**3. DAMAGE TO COMMON PROPERTY**

- 3.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- 3.2 An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- 3.3 This by-law does not prevent an owner or person authorised by an owner from installing:
- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any sign to advertise the activities of the occupier of the lot, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- 3.4 Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the



Approved Form 7	Strata Plan By-Laws	Sheet 2 of 6 sheets(s)
Office use Only Registered:		Office Use Only

**Instrument setting out the details of by-laws to be created upon registration of a strata plan**

owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.

3.5 Despite section 62 of the Act, the owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation referred to in clause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in clause (3) that forms part of the common property and that services the lot.

**4. CHILDREN ON COMMON PROPERTY**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

**5. BEHAVIOUR OF INVITEES**

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

**6. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

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

**7. CLEANING WINDOWS AND DOORS**

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

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

Approved Form 7	Strata Plan By-Laws	Sheet 3 of 6 sheets(s)
Office Use Only Registered:		Office Use Only

**Instrument setting out the details of by-laws to be created upon registration of a strata plan**

**8. GARBAGE DISPOSAL**

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

Approved Form 7	Strata Plan By-Laws	Sheet 4 of 6 sheets(s)
Office Use Only Registered:		Office Use Only

**Instrument setting out the details of by-laws to be created upon registration of a strata plan**

in accordance with the applicable recycling guidelines, and

- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

8.3 An owner or occupier of a lot must:

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

8.4 The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

8.5 This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

**9. APPEARANCE OF LOT**

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

**10. CHANGE IN USE OF LOT TO BE NOTIFIED**

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

**11. PRESERVATION OF FIRE SAFETY**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

Approved Form 7	Strata Plan By-Laws	Sheet 5 of 6 sheets(s)
Office Use Only Registered:		Office Use Only

**Instrument setting out the details of by-laws to be created upon registration of a strata plan**

**12. PREVENTION OF HAZARDS**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

**13. PROVISION OF AMENITIES OR SERVICES**

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

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

13.2 If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**14. COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS**

The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

**15. SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNER'S CORPORATION**

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

Approved Form 7	Strata Plan By-Laws	Sheet 6 of 6 sheets(s)
Office Use Only Registered:		Office Use Only

**Instrument setting out the details of by-laws to be created upon registration of a strata plan**


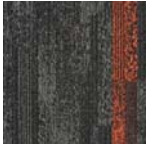

**16. SIGNAGE**

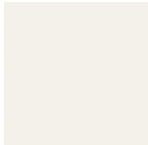
The owner or occupier of a lot must not, without the prior written approval of the owners corporation erect signage on the outside of the lot, without obtaining written approval from the owners corporation of the approved location.

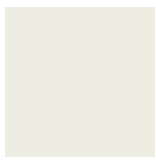
**ANNEXURE "C":  
SCHEDULE OF FINISHES**

## Project address – No. 40-42 Pavesi Street, SMITHFIELD


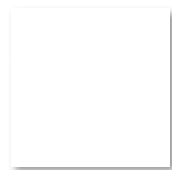

### Schedule\_A – Internal Finishes

CODE	PRODUCT	DESCRIPTION / SIZE	SAMPLE	LOCATION
<b>FLOORING</b>				
F01	PORCELAIN	300mm x 600mm		<ul style="list-style-type: none"> <li>o Accessible WC floor and walls</li> </ul>
F02	CARPET TILE	500mm x 500mm		<ul style="list-style-type: none"> <li>o Standard floor finish mezzanine office area</li> </ul>
F03	CONCRETE SLAB	Steel Trowel Finish		<ul style="list-style-type: none"> <li>o Factory warehouse area</li> </ul>


<b>PAINT</b>				
P01	PAINT - WALLS	'Akimbo' Sealer + 2 Finishing Coats		<ul style="list-style-type: none"> <li>o Mezzanine office area</li> <li>o Accessible WC</li> </ul>
P02	PAINT - CEILINGS (EXCLUDING BATHROOMS)	Ceiling Paint 'Flat White' Sealer + 2 Finishing Coats		<ul style="list-style-type: none"> <li>o Mezzanine office area</li> </ul>
P03	PAINT - CEILINGS (BATHROOMS ONLY)	"Low Sheen" Easy Coat 'Flat White' Sealer + 2 Finishing Coats		<ul style="list-style-type: none"> <li>o Accessible WC</li> </ul>

P04	PAINT - SKIRTINGS, DOORS + DOOR FRAMES	"Easy Coat" Dulux 'Gloss White' Doors & Trims 2 Finishing Coats		<ul style="list-style-type: none"> <li>o Mezzanine office area</li> <li>o Accessible WC</li> </ul>
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**JOINERY FINISH**  
NOTE: low formaldehyde, low VOC materials

J01	MELAMINE SMOOTH FINISH	Smooth Finish <i>Joiner To Provide Sample</i>		<ul style="list-style-type: none"> <li>o Kitchenette cupboard doors</li> </ul>
J02	INTERNAL CARCASS MELAMINE	Texture Finish 16mm MDF		<ul style="list-style-type: none"> <li>o Kitchenette cupboard carcasses</li> </ul>
J03	MELAMINE NATURAL FINISH	Natural Finish <i>Joiner To Provide Sample</i>		<ul style="list-style-type: none"> <li>o Overhead cupboard doors and shelves</li> </ul>

**BENCHTOPS & SPLASHBACKS**





B01	MDF ULTRAMATT / ABS DECORATIVE EDGETAPE	Ultramatt Finish 18mm <i>Joiner To Provide Sample</i>		<ul style="list-style-type: none"> <li>o Kitchenette benchtops &amp; splashbacks</li> </ul>
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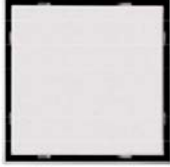






## Project address – No. 40-42 Pavesi Street, SMITHFIELD

### Schedule\_A – Fixtures and Fittings

LOCATION	ITEM	BRAND / MODEL	SPECIFICATION	FINISH	IMAGE	NOTES
<b>WC</b>						
ACCESSIBLE WC	TOILET	KDK800 + Map1018	KDK Care Wall Faced Toilet Suite with AS1428.1 Compliant Backrest	Ceramic		
ACCESSIBLE BASIN	BASIN	VENTO60ML/ VENTO60MR	Wall-hung rectangular basin with 1TH (LHB/RHB)	Ceramic		
ACCESSIBLE BASIN MIXER	BASIN MIXER	BKM203	Standard Basin Mixer	Chrome		
TOILET ROLL HOLDER	TOILET ROLL HOLDER	BK426	RUND Toilet Roll Holder	Chrome		

FLOOR WASTE	TILE INSERT DRAIN	BKSF02	Smart Tile Insert Floor Waste	Chrome		
HOOKS	ROBE HOOKS	BK415	RUND Single Robe Hook	Chrome		

<b>KITCHENETTE</b>						
KITCHENETTE MIXER	SINK MIXER	BKM202	RUND Curved Sink Mixer	Chrome		
KITCHENETTE SINK	SINK	BK116.1LS / BK116.1RS	TRADITIONELL 1 3/4 BOWL SINK SQUARE CORNER 1TH (LHB/RHB)	Satin Stainless Steel	