

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Blueprint</b> Suite 2, 34 Albert Street, North Parramatta NSW 2151 Email: lebba@blueprintproperty.com.au	Phone: 98904005 Fax: 98904155 Ref: Lebba Khater
co-agent		
vendor	<b>C101 Pty Ltd ABN 62160927604</b> Unit 37, 287 Victoria Road, Rydalmere NSW 2116	
vendor's solicitor	<b>Strictly Conveyancing Pty Ltd</b> Unit 37, 287 Victoria Rd, Rydalmere NSW 2116 PO Box 3157, North Parramatta NSW 1750 Email: mail@strictlyconveyancing.com.au	Phone: 9630 5553 Fax: 02 9630 8249 Ref: NZ:MM:NZ:202120
date for completion	<b>42nd day after the date of this contract</b> (clause 15)	84
land (address, plan details and title reference)	<b>Shop 1, 47 Ryde Street, Epping NSW 2121</b> <b>Lot 19 in Strata Plan 91974</b> <b>Folio Identifier 19/SP91974</b>	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commercial	
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: All fixtures, fittings and items of fit-out contained in the premises that are the property of the vendor
exclusions	
purchaser	
purchaser's solicitor	
price	\$ _____
deposit	\$ _____ (10% of the price, unless otherwise stated)
balance	\$ _____
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

**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 Lodgement Network (ELN)** (clause 30):  
**Electronic transaction** (clause 30)

no  YES

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

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (residential withholding payment)

NO  yes (if yes, vendor must provide further details)

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

**GSTRW payment (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 type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input checked="" 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 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>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number</b>  Element Strata  Suite 2, 33 West Parade, Eastwood NSW 2122  Tel: 02 9804 7852</p>	

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <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 *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

**25 Qualified title, limited title and old system title**

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

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



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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

**WARNING**  
**SMOKE ALARMS**

The owners of certain types of building 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 & 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.

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**ADDITIONAL CONDITION IN THE CONTRACT FOR SALE OF LAND BETWEEN**

(Vendor/s)

And

(Purchaser/s)

---

**30. Amendments to printed form**

The terms of the printed contract to which these additional conditions are annexed shall be read subject to the following. If there is conflict between these additional conditions and the printed contract, then these additional conditions shall prevail. The parties agree that should provision be held to the contrary to law, void or unenforceable, then such provision shall be severed from this contract and such remaining provisions shall remain in full force and effect.

- **Clause 7.1** - delete "that are not" and substitute "including".
- **Clause 7.1.1** - delete "5%" and substitute "1%".
- **Clause 13.8** - delete.
- **Clause 14.4.2** - delete.
- **Clause 16.5** - delete the words "plus another 20% of that fee".
- **Clause 16.6** - amend by adding "providing that the uncleared Certificate is received 14 days prior to the date for settlement, otherwise the Purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement.
- **Clause 16.8** – delete "5 settlement cheques" and substitute "7 settlement cheques".
- **Clause 16.11.1** and **16.11.3** – amend by adding to each "or any other place reasonably nominated by the vendor's Conveyancer.
- **Clause 16.12** – delete.
- **Clause 18** – amend by adding "the purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property.

- **Clause 20.6** – add the following.

20.6.8 For the purpose of **clause 20.6.5**, a document is taken to have been received when the transmission has been completed except where:

20.6.8.1 the senders machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been given or received; or

20.6.8.2 the time of dispatch is later than 5.00 pm on a business day in the place to which the document s sent, in which case it is taken to have been received at 9.00 am on the next business day at that place”.

- **Clause 23.9.1** – delete.

- **Clause 23.13** – Deleted, the Purchaser (s) must arrange and order his own Section 184/26 Certificate. The Vendor (s) hereby authorises the Purchaser (s) and/or its solicitor/conveyancer to order and obtain a s.184/26 certificate (at the purchaser(s) expense) from the Strata Manager and the Vendor (s) shall provide a written Authority (if necessary and requested by the Strata Company) as may be reasonably required to allow the Purchaser(s) to do so.

- **Clause 23.14** – delete.

### **31. Submission of Settlement Figures**

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31.1 It is an essential term of this contract that the purchaser must submit settlement figures to the vendor’s Conveyancer at least 5 business days before the completion date.

31.2 The purchaser acknowledges that failure to comply with this clause may cause delay in completion of this contract. If completion is delayed because of the purchaser’s breach under this clause, the provisions of clause 35 will apply.

### **32. Death, Insolvency and Bankruptcy**

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32.1 Without affecting any other rights of either party, if the purchaser (or any of them) is a company and prior to completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller or controlling manager of it appointed, the purchaser will have defaulted in the observance of an essential term of this contract and the vendor may terminate this contract in accordance with clause 9.

32.2 If the vendor or purchaser (or any of them) is a natural person and prior to completion dies, becomes mentally ill or becomes bankrupt, then either party may rescind the contract and clause 19 of the contract shall apply.

### **33. Exclusion of Pre-Contractual Representations**

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33.1 This contract constitutes the entire agreement between the vendor and the purchaser relating to the sale of the property.

- 33.2 The parties have not entered into and are not bound by any other agreement apart from this contract.
- 33.3 The parties are not bound by any warranty, representation, agreement or implied term under the general law or imposed by legislation unless:
- (a) such warranty, representation, agreement or term is contained in the express terms of this contract; or
  - (b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.
- 33.4 The purchaser acknowledges that the purchaser, when entering into this contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the vendor (including by any estate agent acting on behalf of the vendor):
- (a) the inspection of and investigations relating to the land made by or on behalf of the purchaser;
  - (b) the warranties and representations expressly contained in this contract;
  - (c) the skill and judgment of the purchaser, its consultants and representatives; and
  - (d) opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees.

#### **34. Purchasers Acknowledgment**

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- 34.1 The purchaser acknowledges that the purchaser is purchasing the property in its present state of repair and condition and will make no objection, requisition or claim for compensation in respect of the state of repair or condition of the property.
- 34.2 It is agreed by the purchaser that no reliance has been made upon any warranty or representation by the vendor or any person on behalf of the vendor except such as may be expressly provided herein, that this document constitutes the whole agreement between the parties and that the purchaser has relied entirely upon the purchaser's own enquiries relating to, and inspection of the property, all improvements thereon and the inclusions referred to in the particulars on the front page hereof.
- 34.3 If there is a television wall bracket or wall mount or picture hooks or shelving on the walls or any item fixed to the wall of the property, the vendor will not make good any holes in the wall following the removal of the said items. The Purchaser agrees that no objection shall be taken, requisition raised, compensation claimed nor any settlement delay due to any matter arising from this special condition.

#### **35. Interest**

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If the purchaser shall not complete this purchase by the agreed completion date, at a time when the vendor is ready, willing and able to complete on or after that completion date, then the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase money, an amount calculated as nine percent (9%) interest on the balance of the purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed.

It is further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor shall not be obliged to complete this contract unless the amount payable under this clause is tendered.

### **36. Notice to Complete**

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- 36.1 If a party does not complete this contract on the completion date, the party not in default may, if it is ready, willing and able to complete, serve on the party in default a notice to complete, requiring the party in default to complete this contract within not less than 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.
- 36.2 The party serving a notice to complete may at any time withdraw the notice to complete by further notice to the party in default and at that party's option, issue a further notice to complete.
- 36.3 If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$375 inclusive of GST for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's Conveyancer by a separate settlement cheque at completion of this contract.

### **37. Completion**

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- 37.1 Completion of this matter shall take place on or before 4.00 pm within the time provided for the clause 15 herein.
- 37.2 The parties agree that settlement of this matter is to occur online electronically through Property Exchange Australia Ltd (PEXA). Should the Purchaser serve a notice under printed condition 30.2 the provisions of clause 30.3 do not apply and the Purchaser shall pay to the Vendor an amount of \$330.00 (inclusive of GST) on settlement, being an additional legal cost incurred by the Vendor as a consequence of the Purchaser not settling the matter electronically, which sum is to be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion.
- 37.3 Settlement of this matter shall take place wherever the vendor's mortgagee directs. If the property is not mortgaged, or the discharge of mortgage is already held by Strictly Conveyancing Pty Ltd, then settlement shall be affected at the office of Strictly Conveyancing Pty Ltd. However, should the purchaser not be in the position to settle at the office of Strictly Conveyancing Pty Ltd, then settlement may be affected in the Sydney CBD at a place nominated by the purchaser, so long as the vendor's Agent's fee of \$110.00 is paid by the purchaser.

### **38. Warranty about estate agent**

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The purchaser warrants that it has not been introduced to the vendor by any agent other than the vendor's agent named on the first page of this contract. The purchaser indemnifies the vendor against any proven claim made by any other agent, person, firm or company for commission as a result of a breach of this warranty. The provisions of the clause do not merge on completion.

### **39. Release of deposit**

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Notwithstanding anything else herein contained, the deposit or any part of the deposit as the vendor may require shall be released to the vendor or as the vendor may direct for the sole purpose of a deposit, stamp duty or the balance of the purchase monies on the purchase of real estate, providing that such is held within a trust account of a real estate agent, solicitor or licensed conveyancer or paid to the office of state revenue, and providing such deposit shall not be further released without the purchaser's express consent. The execution of this contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit.

### **40. Payment of deposit by instalments**

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40.1 In the event that the vendor agrees for the deposit to be paid by instalments the deposit shall be paid as follows:

40.1.1 as to the amount of 5% of the purchase price on the date hereof ("the initial instalment"); and

40.1.2 as to the further amount of 5% of the purchase price (being the balance of the 10% of the purchase price) on the earlier of the completion date and the date of the purchaser's default in accordance with clause 9 herein.

### **41. Payment of deposit by way of deposit bond**

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41.1 The parties agree that:

41.1.1 the purchaser has, at exchange, provided the vendor with a deposit power guarantee ("guarantee") in the amount of 10% of the purchase price; and

41.1.2 the guarantee will be dealt with as if it were a cash deposit under the contract, and the vendor is entitled to immediately draw upon the guarantee in any circumstances where the vendor is entitled to the deposit; and

41.1.3 at settlement the purchaser must pay to the vendor in addition to all other monies payable under this contract, the full purchase price (less any deposit held by the agent or deposit holder) and the vendor will return the original guarantee to the purchaser on completion.

### **42. Possession prior to completion**

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42.1 The purchaser shall pay a fee of \$        per week. This amount is to be adjusted on settlement.

42.2 The purchaser will supply to the vendor or his Conveyancer a Certificate of Insurance for the subject property.

42.3 The access hereby granted may be terminated at the will of either party by such party giving to the other party seven (7) days notice in writing to that effect.

42.4 The date for the adjustments contemplated in clause 14 thereof shall be the date in which the purchaser takes possession of the premises hereunder and not the date of completion.



- 42.5 The date under which possession is to be given as referred to in clause 18 shall be the date on which the purchaser takes possession of the premises.
- 42.6 The purchaser under the said Contract for Sale of Land shall make no objection, requisition or claim for compensation in respect of the state of repair or want of repair or any defect whether patent or latent in or about the premises.
- 42.7 Entry to the premises by the purchaser and their invitees is solely at the risk of the purchasers.
- 42.8 No structural or unauthorised work or activity to be conducted at the premises.
- 42.9 The purchaser covenants and agrees that until completion of the aforesaid Contract for Sale of Land he/she will pay for all gas and electricity consumed at the premises after the date upon which he takes possession and pay for all telephone calls and rental of telephone equipment in connection with the telephone service connected to the premises.

#### **44. Corporate Purchaser**

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If the Purchaser(s) is a corporation the Purchaser(s) will produce a personal guarantee from the directors of the corporation to guarantee the due performance of the Purchaser(s) obligation under the Contract. Failure by the Purchaser(s) to comply with this clause shall constitute a breach of an essential term entitling the Vendor(s) to terminate the contract.

#### **45. Swimming Pool Compliance**

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In accordance with the Swimming Pools Act 1992 the following shall apply:

- a) A copy of the valid Certificate of Compliance or relevant Occupation Certificate is attached; or
- b) A valid Certificate of Non-compliance is attached to the said contract. In which case the vendor transfers the obligation to obtain a Certificate of Compliance to the purchaser. In accordance with the act, the purchaser will have 90 days from the date of settlement to rectify defects listed in the Certificate of Non-Compliance, and obtain a Certificate of Compliance.

The purchaser shall not make any claim or requisition against the vendor in this regard.

#### **46. Extension of cooling off period**

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In the event that this Contract is subject to a cooling-off period and the Purchaser applies for and is granted an extension to the cooling-off period by the vendor, then in such event the sum of \$200 plus GST to cover legal costs and expenses incurred by the vendor is a consequence of the extension to the cooling-off period shall be payable by the Purchaser as an adjustment to the Vendor on completion.

#### **47. Reduced Deposit Clause**

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Despite any other provision of this agreement, if:

- a) The deposit agreed to be paid (or actually paid) by the purchaser is less than ten per cent (10%) of the purchase price; and
- b) The vendor becomes entitled to forfeit the deposit actually paid;
- c) The purchaser will immediately upon demand pay to the vendor the difference between ten per cent of the purchase price and the amount actually paid, to the intent that a full ten per cent of the purchase price is forfeitable by way of deposit upon default.

#### **48. Electronic Settlement**

---

In the event the parties agree to settle this sale electronically settlement is to take place in accordance and in compliance with the Electronic Conveyancing National Law, and the following shall also apply:

- (a) The provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event each party shall pay their own costs incurred;
- (b) Settlement takes place when the financial settlement takes place;
- (c) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement. This clause shall not merge on completion;
- (d) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but in any event no later than three (3) working days after the initial electronic failure unless otherwise mutually agreed;
- (e) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this Contract relating to service of notices.

#### **49. Service of documents**

---

Service of any notice or document under or relating to this Agreement may be effected and shall be sufficient service on a party and that party's solicitor if:

- a) Addressed to that party or to that party's solicitor at the respective addresses set out in this Agreement and posted by ordinary pre-paid post and such notice or document shall be deemed to have been received by that party or that party's solicitor on the second business day following the date of posting.
- b) The notice or document is sent by telex, email or facsimile transmission and in any such case shall be deemed to be duly given or made when:
  - (1) in the case of telex the sender has received the answer-back code of the recipient at the end of the transmission
  - (2) in the case of email on the same business day that it is sent by email if it is sent before 5:00pm; and on the next business day if it is sent by email on or after 5:00pm;
  - (3) in the case of facsimile transmission, the transmission has been completed; except where

- (4) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the telex or facsimile transmission shall be deemed not to have been given or made
- (5) the time of dispatch is not before 5:00pm (local time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.

#### **50. Changes to Section 10.7 (previous known as 149(2)) Certificate**

---

- (i) The vendor discloses that since the issue of this Contract for the Sale the following have commenced: Environmental Planning and Assessment Amendment (Complying Development) Regulation 2009, State Environmental Planning Policy (Exempt and Complying Development Planning and Assessment Amendment (General Commercial and Industrial Code) Regulation 2009, and hence the attached Section 10.7 Certificate may be inaccurate with regard to these and the purchaser will make no requisition or claim for compensation in relation to same.
- (ii) The vendor discloses that as from 27 February 2009 the Planning Certificate should state whether or not land on which no complying development may be carried out under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and if no complying development can be carried out on the land under that Policy, the reason why complying development may not be carried out on the land.
- (iii) If the Planning Certificate attached to this Contract is dated earlier than 27 February 2009 and therefore does not make the statements referred to in subclause 48(i), the purchaser agrees to accept the Planning Certificate in the form attached to this Contract and acknowledges that it must rely on its own enquiries as to whether or not the matter referred to in subclause 48(i) apply to land.
- (iv) The purchaser cannot make any requisition, claim or objection, nor can it delay completion, rescind or terminate by reason of the disclosure contained in this clause.

#### **51. Drainage Diagram**

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The Purchaser acknowledges that the drainage diagram and sewer reference sheets attached to this Contract are those currently available from the relevant authority. The Purchaser may not make any requisition or claim in respect of any matter or thing relating to the water, sewerage and drainage works that may have been installed in or carried out on the property and not shown on the drainage diagrams and sewer reference sheet attached to this Contract.

#### **52. Foreign Resident Capital Gains Withholding Tax**

---

This clause only applies when the sale is not an excluded transaction that falls within the meaning of S14-215 of Schedule 1 of Taxation Administration Act 1953.

- (1) Clearance certificate means a certificate within the meaning of s14-220 of Schedule 1 to the Taxation Administration Act 1953, that covers one or more days falling within the period from and including the contract date to completion;

- (2) If the vendor does not provide a clearance certificate within 14 days from the date of the contract, then the purchaser shall put in writing and request the vendor to provide the clearance certificate no later than 14 days prior to the completion. If the vendor does not provide 7 days prior to the completion date, then the purchaser can lodge with ATO for Purchaser Payment Notification. On completion, the purchaser can request a payment cheque in the required amount payable to the Deputy Commissioner of Taxation ("ATO cheque").
- (3) The purchaser shall provide ATO cheque to ATO after the completion and provide evidence of payment of ATO cheque to the vendor within 14 days from the completion.
- (4) For avoidance of doubt, the above clauses do not apply if the vendor can provide the clearance certificate to the purchaser on or prior to the completion. It shall be the purchaser's obligation of withdrawing the Purchaser Payment Notification from ATO.

### **53. Failed Settlement**

---

If completion of this contract is not affected by the date for completion for any reason not solely attributed to the vendor, the purchaser will pay to the vendor, in addition to the balance of purchase money the sum of \$350.00 plus GST to cover the cost of the vendor's legal costs as a result of the delay, being a genuine pre-estimate of the vendor's additional legal expenses.

### **54. Transfer**

---

In the event that the Purchaser fails to deliver the Transfer to the vendor's conveyancer on or before ten (10) days before the due date for completion, (or an earlier agreed date for completion, whichever is earlier), the purchaser agrees to pay to the vendor by way of adjustment on settlement the sum of \$110.00 towards the cost of arranging execution of such Transfer on short notice. The purchaser acknowledges that payment of such sum is an essential term of this contract.

### **55. Force Majeure Event**

---

#### *55.1 Notice of Force Majeure Event*

If, as a result of a Force Majeure Event, a party (Affected Party) considers that it has or will imminently become unable or wholly or in part to perform any of its Obligations under this agreement (Affected Obligations) or will be delayed in doing so, the Affected Party must, as soon as reasonably practicable after the occurrence of that Force Majeure Event, give to the other party prompt written notice of:

- (a) Reasonably sufficient particulars of the Force Majeure Event and the Affected Obligations; and
- (b) So far as it is known or reasonably capable of being ascertained or estimated, the probable extent to which the Affected Party will be unable to perform or will be delayed in performing the Affected Obligations.

#### *55.2 Affected obligations are suspended*

- (c) On the giving of notice under clause 55.1, the Completion Date will be extended by 14 days from the date of service of the notice under 55.1

- (d) Clause 55.2(a) will not apply to the extent that the Force Majeure Event has been caused by the Affected Party's negligence or breach of its obligations under this Agreement

*55.3 In this clause a force majeure event means any circumstance which:*

- (a) is beyond the reasonable control of the party affected by it; and
- (b) causes or results in a default or delay in the performance by that party of any of its Obligations under this Agreement where the occurrence of the circumstance and the effects of it could not be avoided or remedied by the exercise by that party of a standard of foresight, care and diligence consistent with the operations of a reasonable, prudent and competent person under the circumstances, and includes any of the following circumstances if they meet the requirements of paragraphs (a) and (b);
  - (i) Pandemic; or
  - (ii) acts or omissions of governmental, semi-governmental, statutory or judicial body, department, commission, authority, tribunal, agency, Minister or banking institution

## **56. COVID-19 Virus**

---

Both the Vendor and Purchaser acknowledge that, should either party contract the Covid-19 Virus, be placed into isolation or become bound by mandatory lockdown restrictions as imposed upon them by law, which prevent the affected party from either completing the Contract or giving vacant possession, then the parties agree that the following provisions shall apply:

- (a) The other party cannot issue a Notice to Complete on that party until such time that the party affected by the Covid-19 Virus has been medically cleared by a qualified health care professional and is permitted to leave the property.
- (b) The Purchaser cannot issue a Notice to Complete on the Vendor, if in the event mandatory lockdown restrictions are imposed, by law, upon the Vendor or the tenants residing at the subject property which either restricts and prohibits the Vendor from giving vacant possession of the subject property; and
- (c) Completion shall take place within fourteen (14) days from the date from which the tenants are permitted to leave the property and the Vendor is able and legally permitted to give vacant possession.

## **57. Copies of Parties Signatures**

---

If either party utilised a Signature Copy in entering into this Contract, then the original of the Signature Copy must be provided to the other party's legal representative within 21 days after the contract date.

Notwithstanding the utilisation of a Signature Copy and the provisions of Clause 36.1, the vendor and the purchaser acknowledge and agree that;

- (a) it is their intention to be bound by this Contract on the contract date; and
- (b) the enforceability of this Contract is not affected by the use of the Signature Copy nor the provision or non-provision of the original of the Signature Copy.

In this clause, the following terms shall have the following meanings;

- (a) Purchaser's Signature Copy means a photograph, photocopy or scanned copy of a signature of the purchaser (or any person or persons signing on behalf of the purchaser);
- (b) Vendor's Signature Copy means a photograph, photocopy or scanned copy of a signature of the vendor (or any person or persons signing on behalf of the vendor); and
- (c) Signature Copy means a photograph, photocopy or scanned copy of a signature of any party (or any person or persons signing on behalf of a party) and includes a Purchaser's Signature Copy and a Vendor's Signature Copy.

## **58. Electronic Signature and Exchange**

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58.1 This Contract may be executed:

58.1.1 in any number of counterparts and all the counterparts together shall make one instrument;

58.1.2 electronically by both parties using Docusign or by exchanging electronic copies of original signatures on this Contract;

58.2 This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.

58.3 The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.

58.4 The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the purchaser may not object or delay settlement because of anything contained in this clause.

58.5 The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) and any terms and conditions of Docusign, in relation to the execution of this Contract.

58.6 For the purposes of this clause, Docusign means the signature software and platform located at [www.docusign.com](http://www.docusign.com).

## **59. Christmas Period**

---

59.1 If the expiration of the cooling off period falls between 5:00pm, 22 December 2021 and 18 January 2022 then both parties hereby agree the cooling off period will be extended to expire at 5:00pm on 20 January 2022.

59.2 If the completion of the Contract for Sale ("the settlement date") falls between 22 December 2021 and 18 January 2022 then both parties hereby agree the settlement date will be 22 January 2022.

59.3 Notwithstanding any other term or condition in this contract if either party serves another party with a Notice to Complete between 22 December 2021 and 18 January 2022

then both parties hereby agree that the notice is deemed to require completion by 29 January 2022.

**Guarantee**

**Guarantee for corporate purchaser**

In consideration of the vendor contracting with the corporate purchaser xxx (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

**SIGNED** by )  
the guarantors in the presence of: )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness



## **Conditions of Sale by Auction**

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

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
  - (b) A bid for the Vendor(s) cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor(s);
  - (c) The highest bidder is the Purchaser(s), subject to any reserve price;
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor(s);
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
  - (g) A bid cannot be made or accepted after the fall of the hammer; and
  - (h) As soon as practicable after the fall of the hammer the Purchaser(s) is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
  - (b) Subject to subclause 2A, the auctioneer may make only one Vendor(s) bid at an auction for the sale of residential property or rural land and no other Vendor(s) bid may be made by the auctioneer or any other person; and
  - (c) Immediately before making a Vendor(s) bid the auctioneer must announce that the bid is made on behalf of the Vendor(s) or announces 'Vendor(s) bid'.
- 2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a Vendor(s) as executor or administrator:
  - (a) More than one Vendor(s) bid may be made to purchase interest of co-owner;
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the Vendor(s); and
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

- 3.** The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The Purchaser(s) of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the Vendor(s) the full amount of the purchase price:
- (a) If that amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction; or
  - (b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the Purchaser(s) and the agent or the Purchaser(s) and the Vendor(s) made before the fall of the hammer



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: 19/SP91974

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
6/5/2021	10:05 AM	4	8/9/2018

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

LAND

-----

LOT 19 IN STRATA PLAN 91974  
AT EPPING  
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

-----

C101 PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP91974
- 2 AK118238 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

MM:NZ:20212084

PRINTED ON 6/5/2021

\* 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: 06/05/2021 10:05:55



FOLIO: CP/SP91974

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
15/3/2021	2:15 PM	4	9/12/2019

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 91974  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT EPPING  
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA  
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP91974

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 91974  
ADDRESS FOR SERVICE OF DOCUMENTS:  
47 RYDE STREET, EPPING 2121

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AJ678211 POSITIVE COVENANT
- 3 AJ678212 RESTRICTION(S) ON THE USE OF LAND
- 4 AP744988 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

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STRATA PLAN 91974

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 5	2	- 5	3	- 4	4	- 5
5	- 5	6	- 5	7	- 5	8	- 5
9	- 5	10	- 5	11	- 5	12	- 4
13	- 5	14	- 5	15	- 5	16	- 5
17	- 5	18	- 5	19	- 3	20	- 3
21	- 2	22	- 2	23	- 2		

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

MM:NZ:20211888

PRINTED ON 15/3/2021

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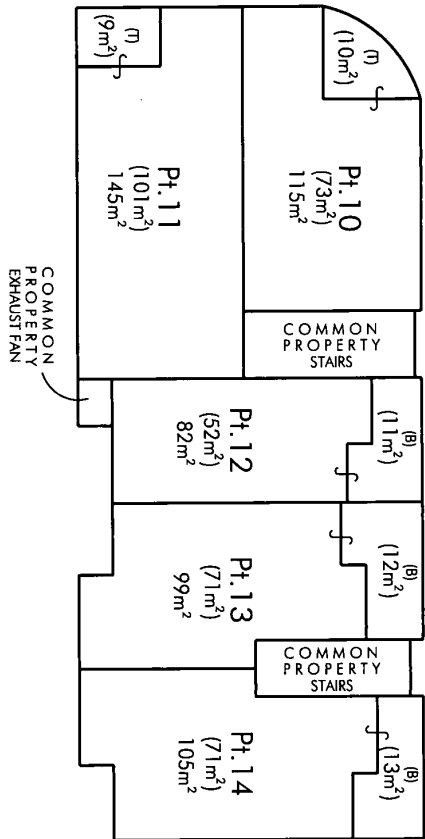
Copyright © Office of the Registrar-General 2021

Received: 15/03/2021 14:15:00

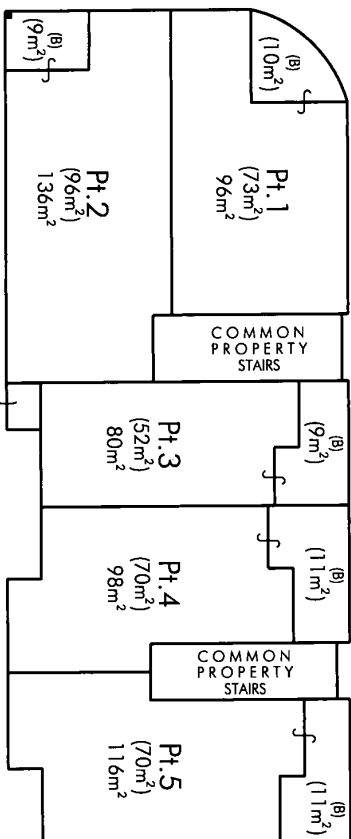
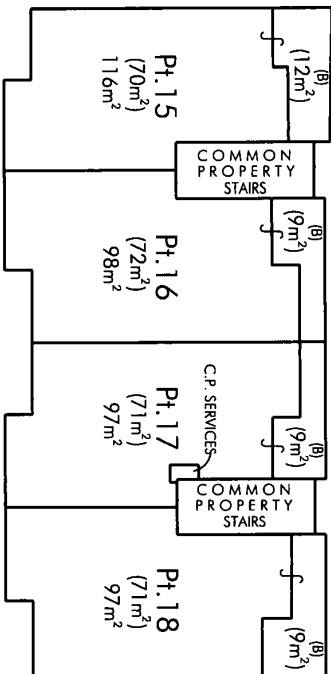




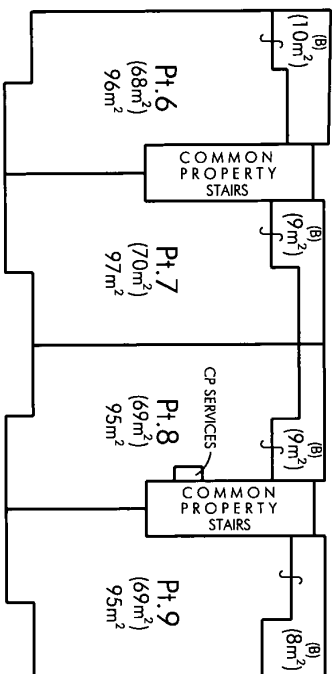




SECOND FLOOR



FIRST FLOOR



C.P. DENOTES COMMON PROPERTY  
 (B) DENOTES BALCONY  
 (M) DENOTES TERRACE  
 ALL BALCONIES AND TERRACES ARE LIMITED IN DEPTH TO THE RESPECTIVE FLOORING FINISHES AND IN HEIGHT TO 10 METRES ABOVE THE ADJACENT UNITS FLOOR, UNLESS WHERE COVERED. ALL AREAS ARE APPROXIMATE

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

Surveyor: DAVID DANIEL EATON  
 Surveyor's Ref: 838214 STRATA  
 Subdivision No: SC 2333  
 Lengths are in metres, Reduction Ratio 1:200

Registered:  
 11.8.2015


SP91974

**STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection**

<b>STRATA PLAN ADMINISTRATION SHEET</b>		Sheet 1 of 2 sheet(s)
<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered:  11.8.2015</p> <p>Purpose: STRATA PLAN</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <div style="text-align: center;">   <b>SP91974 S</b> </div>	
<p><b>PLAN OF SUBDIVISION OF LOT 1 IN DP1203519</b></p>	<p>LGA: PARRAMATTA</p> <p>Locality: EPPING</p> <p>Parish: FIELD OF MARS</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;"><b>Strata Certificate (Approved Form 5)</b></p> <p>(1) <del>The Council of</del> .....                  *The Accredited Certifier <b>GORDON WREN</b> .....                  Accreditation No. <b>BPR 0447</b> .....</p> <p>has made the required inspections and is satisfied that the requirements of;</p> <p>* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012,</p> <p><del>*(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 31 of the Strata Schemes (Leasehold Development) Regulation 2012,</del></p> <p>have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p><del>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</del></p> <p>*(4) The building encroaches on a public place and;</p> <p><del>*(a) The Council does not object to the encroachment of the building beyond the alignment of</del> .....</p> <p>*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p><del>*(5) This approval is given on the condition that lot(s) A ..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</del></p> <p>Date <b>20<sup>th</sup> July 2015</b> .....</p> <p>Subdivision No. <b>SC 2333</b> .....</p> <p>Relevant Development Consent No. <b>CDC 761</b> .....</p> <p>issued by <b>GORDON WREN</b> .....</p> <p style="text-align: center;">                  _____                  Authorised Person / General Manager / Accredited Certifier</p> <p>* Strike through if inapplicable.                  ^ Insert lot numbers of proposed utility lots.</p>	<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p><b>The Owners – Strata Plan No 91974</b></p> <p><b>No. 47 Ryde Street – EPPING NSW 2121</b></p> <hr/> <p>The adopted by-laws for the scheme are:</p> <p>* A ..... <b>Model By-laws</b> .....</p> <p><del>*together with, Keeping of animals: Option *A/*B/*C</del></p> <p>*By-laws in 19 sheets filed with plan.</p> <p>* strike out whichever is inapplicable</p> <p>^ Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)</p> <hr/> <p style="text-align: center;"><b>Surveyor's Certificate (Approved Form 3)</b></p> <p>I, <b>DAVID DANIEL EATON</b> .....</p> <p>of <b>38A BORONIA ROAD, BULLABURRA, NSW 2784</b></p> <p>a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:</p> <p>(1) Each applicable requirement of</p> <p>* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met</p> <p>* Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;</p> <p>*(2) *(a) The building encroaches on a public place;</p> <p><del>*(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^..... to permit the encroachment to remain.</del></p> <p>*(3) The survey information recorded in the accompanying location plan is accurate.</p> <p style="text-align: right;">Signature:                   Date: <b>15 July 2015</b></p> <p>* Strike through if inapplicable.                  ^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement</p>	
<p>Use STRATA PLAN FORM 3A for certificates, signatures and seals</p>	<p><b>SURVEYOR'S REFERENCE: B38214 STRATA</b></p>	

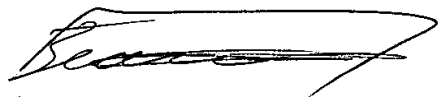
**STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection**

**STRATA PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)



Registered:  11.8.2015 <b>PLAN OF SUBDIVISION OF LOT 1 IN DP1203519</b>	Office Use Only  <span style="font-size: 2em; font-weight: bold;">SP91974</span>
Subdivision Certificate number: <u>SC 2333</u> Date of endorsement: <u>20<sup>th</sup> JULY 2015</u>	Office Use Only  This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A Schedule of Unit Entitlements.</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>.</li> <li>Signatures and seals – see 195D <i>Conveyancing Act 1919</i>.</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>

**SCHEDULE OF UNIT ENTITLEMENT**

Lot No.	U.E	Lot No.	U.E
1	5	13	5
2	5	14	5
3	4	15	5
4	5	16	5
5	5	17	5
6	5	18	5
7	5	19	3
8	5	20	3
9	5	21	2
10	5	22	2
11	5	23	2
12	4		
Aggregate			100

  
**MICKEY BEAINI**  
 C101 PTY LTD ACN: 160 927604  
 SOLE DIRECTOR/SECRETARY.

**SIGNED on behalf of WESTPAC BANKING CORPORATION**  
 by its attorney(s), under Power of attorney dated 17 January 2001 registered book 4299 no 332. By executing this document the attorney states that they have received no notice of revocation of the power of attorney, in the presence of

  
 Attorney Signature  
 Name and Title of Attorney (print) **KAPINJAK PANDYA**  
**PIER 3**  
  
 Witness Signature  
 Name and Address of Witness (print) **DEAN'S TRUONG**  
**LEVEL 5, 2-14 MELEDITH ST**  
**BANKSTOWN NSW 2200**

If space is insufficient use additional annexure sheet.

Surveyor's Reference: **B38214 STRATA**



Form: 13PC  
 Release: 3:1

**POSITIVE COVENANT**  
 New South Wales  
 Section 88E(3) Conveyancing Act 1919

**AJ678211A**

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

(A) **TORRENS TITLE** LOT 1 DP 1203519

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any BEAMN PROJECTS PTY LTD PO BOX 5006 KINGSDENE NSW 2118 Mickey@beainprojects.com.au Reference: EPPWA-88E	<b>CODE</b>  <b>PC</b>
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(C) **REGISTERED PROPRIETOR** Of the above land  
C101 PTY LTD ABN:62 160 927 604

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AJ28625	WESTPAC BANKING CORPORATION

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919  
PARRAMATTA CITY COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure \_\_\_\_\_ hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.  
 DATE 6/7/2015

(G) **Execution by the prescribed authority**  
 I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *[Signature]* Signature of authorised officer: *[Signature]*  
 Name of witness: ANNA DREW Name of authorised officer: MARK LEOTA  
 Address of witness: 38 DARLX ST PARRAMATTA NSW 2150 Position of authorised officer: MANAGER-DEVELOPMENT & TRAFFIC

(G) **Execution by the registered proprietor**

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

Company: C101 PTY LTD ABN:62 160 927 604  
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]* Signature of authorised person: \_\_\_\_\_  
 Name of authorised person: Mickey Beaini Name of authorised person: \_\_\_\_\_  
 Office held: Sole Director/Secretary Office held: \_\_\_\_\_

(H) **Consent of the mortgagee**

The mortgagee \_\_\_\_\_ under mortgage No. AJ28625, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: \_\_\_\_\_ Signature of mortgagee: \_\_\_\_\_  
 Name of witness: \_\_\_\_\_  
 Address of witness: \_\_\_\_\_

**Annexure" A"**

**Address: 101-105 Carlingford Road Epping  
Lot 1 in DP 1203519**

**Terms of Positive Covenant**

1. The registered proprietors of the lots hereby burdened will in respect of the system:
  - a) Keep the system clean and free from silt, rubbish and debris.
  - b) Maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner.
  - c) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant.
  - d) Comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
  - a) In the event that the registered proprietors fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1 (d) above.
  - b) The Council may recover from the registered proprietors in a Court of competent jurisdiction:
    - i) Any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work
    - ii) Legal cost on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.



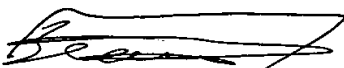
**Address: 101-105 Carlingford Road Epping  
Lot 1 in DP 1203519**

- 3. This covenant shall bind all persons who are or claim under the registered proprietors as stipulated in Section 88E(5) of the Act.

For the purpose of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plan approved by **Phoenix Building Approvals Pty Ltd** as Construction Certificate No. **-557-0614** on **30/06/2014**, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File No. **DA/204/2013**

**Name of the Authority** having the power to release, vary or modify the Positive Covenant is **Parramatta City Council**.

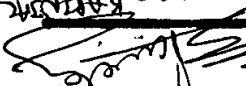
EXECUTED by C101 PTY LTD  
ABN 62 160 927 604  
Pursuant to Section 127 of the Corporations Act 2001

  
.....  
SOLE DIRECTOR/SECRETARY

.....  
SECRETARY

Approved by Parramatta City Council

  
.....  
Authorised Person

REGED on behalf of  
WESTPAC BANKING CORPORATION  
By its attorney(s) under Power of attorney  
dated 17 January 2001 registered book 439  
no 332. By executing this document the  
attorney states that they have received no  
notice of revocation of the power of attorney  
in the presence of  
  
KATARINA HANDINA  
Name and Title of Attorney (Print)  
LEVEL 3  
WESTPAC BANKING CORPORATION  
Name and Address of Witness (Print)  
LEVELS, 2-H  
MEREDITH ST, BRANKSTOWN  
NSW 2202

Form: 13RPA  
 Release: 3-1

**RESTRICTION ON THE  
 USE OF LAND BY A  
 PRESCRIBED AUTHORITY**  
 New South Wales



**AJ678212X**

Section 88E(3) Conveyancing Act 1919

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

(A) **TORRENS TITLE**

LOT 1 DP 1203519		
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(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any BEANI PROJECTS PTY LTD PO BOX 5006 KINGSDENE NSW 2118 Ph: 0400800878 Reference: EPPW4-8FE	CODE <b>RV</b>
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(C) **REGISTERED PROPRIETOR**

Of the above land C101 PTY LTD ABN: 62 160 927 604
---

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AJ28625	WESTPAC BANKING CORPORATION

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919 PARRAMATTA CITY COUNCIL
--

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure \_\_\_\_\_ hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 6/7/2015

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *[Signature]* Signature of authorised officer: *[Signature]*  
 Name of witness: ANNA DREW Name of authorised officer: MARK LEOTTA  
 Address of witness: 38 DARY STREET Position of authorised officer: MANAGER - DEVELOPMENT  
PARRAMATTA NSW 2150 & TRAFFIC

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

Company: C101 PTY LTD ABN: 62 160 927 604  
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]* Signature of authorised person: \_\_\_\_\_  
 Name of authorised person: Mickey Beaini Name of authorised person: \_\_\_\_\_  
 Office held: Sole Director/Secretary Office held: \_\_\_\_\_

(H) The mortgagee under mortgage No. AJ28625 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: \_\_\_\_\_ Signature of mortgagee: \_\_\_\_\_  
 Name of witness: \_\_\_\_\_  
 Address of witness: \_\_\_\_\_

**Annexure" A"**

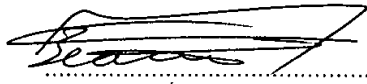
**Address: 101-105 Carlingford Road Epping  
Lot 1 in DP 1203519**

**Terms of Restriction On the Use of Land**

The registered proprietor shall not make or permit or suffer the making of any alterations to any on-site stormwater detention system which is constructed on the lot(s) burdened without the prior consent writing of **Parramatta City Council**. The expression "on site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage. Any on site stormwater detention system constructed on the lots burdened is hereafter referred to as "the system". The on-site stormwater detention system is detailed on the plans approved by **Phoenix Building Approvals Pty Ltd** as Construction Certificate No. **-557-0614** on **30/06/2014**. A copy of this Construction Certificate is held on Council File No. **DA/204/2013**.

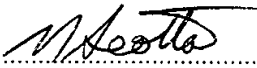
Name of the Authority having the power to release, vary or modify the restriction is **Parramatta City Council**.

EXECUTED by C101 PTY LTD  
ABN 62 160 927 604  
Pursuant to Section 127 of the Corporations Act 2001


  
.....  
SOLE DIRECTOR / SECRETARY


.....  
SECRETARY

Approved by Parramatta City Council

  
.....  
Authorised Person

**SIGNED on behalf of  
WESTPAC BANKING CORPORATION  
by its attorney(s), under Power of attorney  
dated 17 January 2001 registered book 4299  
no 332. By executing this document the  
attorney states that they have received no  
notice of revocation of the power of attorney,  
in the presence of**

  
Attorney Signature  
Name and Title of Attorney (print) **KAPPAJITH BANDUA  
TIER 3**

  
Witness Signature **DEANMS TRUONG** Page 2 of 2  
Name and Address of Witness (print) **LEVEL 5, 2-14  
MERFOITH ST, BANKSTOWN NSW 2200**



Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900




**AP744988Q**

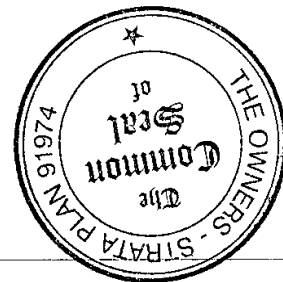
**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person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

(A) <b>TORRENS TITLE</b>	For the common property CP/SP91974	
(B) <b>LODGED BY</b>	Document Name, Address or DX, Telephone, and Customer Account Number if any	<b>CODE</b>  <b>CH</b>
	Collection Box Alliance Law Group Suite 8 Level 6, 377-383 Sussex Street, Sydney 2000 Tel (02) 9266 0796 <b>1W</b> Reference: SP91974	

- (C) The Owners-Strata Plan No. 91974 certify that a special resolution was passed on 23/11/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-Law No. 2  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
  
See ANNEXURE A as attached.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 91974 was affixed on 5/12/2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:   
Name: Karen Wong  
Authority: Strata Managing Agent  
  
Signature:  
Name:  
Authority:



## Consolidated By-Laws

### **By-Law No. 1 – Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

### **By-Law No. 2 – Changes to Common Property**

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

### **By-Law No. 3 – Damage to lawns and plants on common property**

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

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

### **By-Law No. 4 – 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.

### **By-Law No. 5 – Keeping of Animals**



(1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:  
(a) keep the animal within the lot, and  
(b) supervise the animal when it is on the common property, and  
(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

(4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

#### **By-Law No. 6 – Noise**

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

#### **By-Law No. 7 – Behaviour of owners, occupiers and invitees**

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

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) 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, and  
(b) without limiting paragraph (a), that invitees comply with clause (1).

#### **By-Law No. 8 – Children playing on common property**

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

#### **By-Law No. 9 – Smoke**

p. 3 of 8



(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

#### **By-Law No. 10 – Preservation of fire safety**

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything 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.

#### **By-Law No. 11 – Storage of inflammable liquids and other substances and materials**

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **By-Law No. 12 – Appearance of Lot**

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

#### **By-Law No. 13 – Cleaning windows and doors**

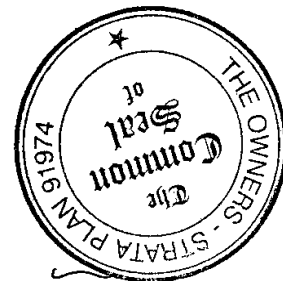
(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

#### **By-Law No. 14 – Hanging out of washing**

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.



(3) In this by-law:

"washing" includes any clothing, towel, bedding or other article of a similar type.

**By-Law No. 15 – Disposal of waste – bins for individual lots [applicable where individual lots have bins]**

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
- (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

**By-Law No. 16 – Disposal of waste – shared bins [applicable where bins are shared by lots]**

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

D. J of 8



(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
- (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

#### **By-Law No. 17 – Change in use or occupation of lot to be notified**

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified:

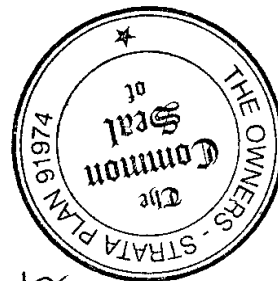
- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
- (b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

#### **By-Law No. 18 – Compliance with planning and other requirements**

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

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.



Special By-Law No. 1: Access for inspection of essential fire safety services

1. Definitions

- a. "**Agent(s)**" means the strata managing agent and /or any Fire Safety Contractor or personnel engaged by the Owners Corporation;
- b. "**Fire Safety Equipment**" means any fire safety measure as listed under Part 9 Division 1 of the Environmental Planning and Assessment Regulation (NSW) 2000 and any fire safety measure as listed under the fire safety schedule for the Strata Plan;
- c. "**Lot**" means any lot in Strata Plan 91974;
- d. "**Owner**" means an owner of a Lot;
- e. "**Re-Inspection Fee**" means any fees or charges as may be charged or imposed by the Fire Safety Contractor on the Owners Corporation for any re-attendance by the Fire Safety Contractor as a result of reasonable access not being provided by any lot owner to the Fire Safety Contractor;
- f. "**Reasonable access**" means access to any lot between the hours from 7:00am to 6:00pm, Monday to Friday, excluding any public holidays.

2. Interpretation

- a. The singular includes the plural and vice versa; and
- b. A gender includes any gender.

3. Duties of Owners

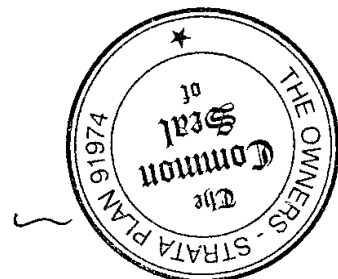
For the purpose of enabling the Owners Corporation to fulfil its obligation under the Part 9 of the Environmental Planning and Assessment Regulation (NSW) 2000:

- a. Owners must ensure that Reasonable access is allowed by the Owners Corporation or an Agent to the Owners' Lot to conduct inspections, testing, replacement and/or maintenance of any fire safety equipment within the Lot;
- b. Owners must ensure that the occupants of a Lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or an Agent for the purpose of conducting any inspections, testing, replacement and/or maintenance of any fire safety equipment within the Lot.

4. Duties of Owners Corporation

- a. The Owners Corporation must provide the Owner or occupants of the Lot with at least seven (7) days' prior notice that access to the Lot is required for the

p. 7 of 8



purpose of carrying out the inspections, testing, replacement and/or maintenance of the fire safety equipment pursuant to Clause 3 above.

5. Indemnity

- a. The Owner of a Lot must indemnify and keep the Owners Corporation indemnified against any losses, damages, claims that the Owners Corporation may suffer if access to the Lot is not gained as a result of the failure by the Owner or occupant to comply with Clause 3.
- b. The Owner of a Lot must indemnify and keep the Owners Corporation indemnified against any costs that may be incurred by the Owners Corporation for replacement of any faulty fire safety equipment that is located within the Lot and exclusively servicing the Lot that is essential for the Annual Fire Safety Statement to be issued.

6. Right to remedy default

- a. If an Owner of occupier of a Lot fails to comply with this By-Law, then the Owners Corporation may:
  - i. Carry out all works necessary to perform the obligation;
  - ii. Enter upon any part of the Lot to carry out that work;
  - iii. Recover the costs of carrying out that work as a debt from the Owner of the Lot by way of a levy charged to that Lot; and
  - iv. Recover any Re-inspection Fee as a debt from the Owner of the Lot by way of levy charged to that Lot.

Special by-law No. 2: Adoption of Fair Trading Prescribed Common Property Memorandum.  
The Owners Corporation adopts the Fair Trading prescribed common property memorandum.





**PLANNING CERTIFICATE**

**CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979 as amended

**Certificate No:** 2021/3393  
**Fee:** \$53.00  
**Issue Date:** 6 May 2021  
**Receipt No:** 6356339  
**Applicant Ref:** MM:NZ:20212084:149380

**DESCRIPTION OF LAND**

**Address:** G 1/47 Ryde Street  
EPPING NSW 2121

**Lot Details:** Lot 19 SP 91974

**SECTION A**

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

**Parramatta Local Environmental Plan 2011**

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

**Contact us:**

council@cityofparramatta.nsw.gov.au | 02 9806 5050  
@cityofparramatta | PO Box 32, Parramatta, NSW 2124  
ABN 49 907 174 773 | [cityofparramatta.nsw.gov.au](http://cityofparramatta.nsw.gov.au)

**The land is zoned: B1 Neighbourhood Centre PLEP2011**

**Zone B1 - Neighbourhood Centre (Parramatta Local Environmental Plan 2011)**

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979.

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

**Zone B1 Neighbourhood Centre**

**1 Objectives of zone**

- To provide a range of small-scale retail, business and community uses that serve the needs of people who live or work in the surrounding neighbourhood.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Business premises; Centre-based child care facilities; Community facilities; Health consulting rooms; Hostels; Medical centres; Neighbourhood shops; Neighbourhood supermarkets; Oyster aquaculture; Respite day care centres; Roads; Shop top housing; Tank-based aquaculture; Water recycling facilities; Any other development not specified in item 2 or 4

**4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Garden centres; Hardware and building supplies; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home industries; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Landscaping material supplies; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Plant nurseries; Pond-based aquaculture; Port facilities; Pubs; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Rural supplies; Sewerage systems; Sex services premises; Signage; Specialised retail premises; Storage premises; Timber yards; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

**SECTION B****State Policies and Regional Environmental Plans**

The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

State Environmental Planning Policy (SEPP) No.19 - Bushland in Urban Areas  
State Environmental Planning Policy (SEPP) No.21 - Caravan Parks  
State Environmental Planning Policy (SEPP) No.33 - Hazardous and Offensive Development  
State Environmental Planning Policy (SEPP) No.55 - Remediation of Land  
State Environmental Planning Policy (SEPP) No.64 - Advertising and Signage  
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.  
State Environmental Planning Policy (SEPP) No.70 - Affordable Housing (Revised Schemes)  
State Environmental Planning Policy (SEPP) (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy (SEPP) (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (SEPP) (State Significant Precincts) 2005  
State Environmental Planning Policy (SEPP) (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (SEPP) (Infrastructure) 2007  
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (SEPP) (Affordable Rental Housing) 2009  
State Environmental Planning Policy (SEPP) (Vegetation in Non-Rural Areas) 2017  
State Environmental Planning Policy (SEPP) (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy (SEPP) (Concurrences) 2018  
State Environmental Planning Policy (SEPP) (Primary Production and Rural Development) 2019

Sydney Regional Environmental Plan (SREP) No.9 (No.2) - Extractive Industries  
Sydney Regional Environmental Plan (SREP) – (Sydney Harbour Catchment) 2005

DRAFT State Environmental Planning Policy to amend State Environmental Planning Policy (SEPP) (Sydney Region Growth Centres) 2006 – Amendment to include the Greater Parramatta Priority Growth Area as a Growth Centre

DRAFT State Environmental Planning Policy (Draft SEPP) – Environment

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Industry and Environment.

**Draft Local Environmental Plan**

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

**Planning Proposal – Draft Parramatta Local Environmental Plan 2020 (Harmonisation LEP)**

This land is affected by a planning proposal seeking to create a single consolidated Local Environmental Plan (LEP) that will apply to the whole City of Parramatta Local Government Area (LGA). The new LEP will replace five (5) existing LEPs where they apply to land within the Parramatta LGA. These include:

- *Auburn Local Environmental Plan 2010*

- *Holroyd Local Environmental Plan 2013*
- *Hornsby Local Environmental Plan 2013*
- *Parramatta Local Environmental Plan 2011*
- *Parramatta (former The Hills) Local Environmental Plan 2012*

The new Parramatta LEP will create a common set of objectives, land use tables and provisions for all land within the LGA. This will result in some changes to the current planning controls applying to certain areas, including:

- Changes to land uses permitted in certain areas, because of the creation of a common set of land use tables.
- Prohibiting dual occupancy developments in certain locations.
- A minimum lot size of 600sqm and frontage to a public road of 15 metres development standards for Dual Occupancies or Manor Houses where they are permitted;
- Changes to height and FSR controls applying to residential zones – these include:
  - applying a FSR of 0.5:1 to R2 Low Density Residential zoned land and a FSR of 0.6:1 to R3 Medium Density Residential zoned land in the Parramatta (former The Hills) LEP 2012 and Hornsby Council LEP 2013 (where none currently applies);
  - reducing the FSR from 0.75:1 to 0.6:1 applying to R3 Medium Density Residential zoned land in Silverwater;
  - increasing the height limit from 8.5 metres to 9 metres applying to R2 Low Density Residential zoned land in the Hornsby Council LEP 2013;
  - applying a 11 metre height limit to R3 Medium Density Residential zoned land in the Parramatta (former The Hills) LEP 2012, Hornsby LEP 2013 and Auburn LEP 2010;
  - applying a FSR control to R4 High Density Residential zoned land in the former Parramatta (former The Hills) LEP 2012, Hornsby LEP 2013 and Auburn LEP 2010 (where none is currently applied); and,
  - A limited number of targeted site-specific changes associated with changes of zoning or to address anomalies.
- Applying a 550sqm minimum subdivision lot size to residential land (except R2 Low Density Residential zoned land in the Parramatta (former The Hills) LEP 2012, which will retain the existing 700sqm requirement)
- Mapping of additional Biodiversity Land and Riparian Land and Waterways
- A limited number of changes to the zoning of some sites to address inconsistencies and anomalies across current land use plans, this includes:
  - Removing the R1 General Residential zone, and rezoning this land to R4 High Density Residential or R3 Medium Density Residential;
  - Rezoning all public bushland reserves to E2 Environmental Conservation;

- Rezoning some R3 Medium Density Residential zoned land in Northmead, North Rocks and Carlingford to R2 Low Density Residential; and,
- Rezoning existing lawful places of public worship in the former Parramatta Council area from SP1 Special Activities to R2 Low Density Residential.

Further information on the Planning Proposal for the new Parramatta Local Environmental Plan (LEP) can be found at: [www.cityofparramatta.nsw.gov.au/planningharmonisation](http://www.cityofparramatta.nsw.gov.au/planningharmonisation) or by contacting Council

*Please note. Council is separately progressing a number of planning proposals relating to specific sites in the LGA. The intention is that, should these site-specific planning proposals be finalised before the new consolidated LEP is made, the respective amendments to planning controls will be carried over into the new LEP and the Harmonisation Planning Proposal will be updated as needed.*

### **Proposed Zoning Draft Parramatta LEP 2020**

The land is proposed to be zoned in the in the Draft Parramatta LEP 2020:

## **B1 Neighbourhood Centre PLEP2020**

### **Proposed Zone B1 Neighbourhood Centre (Parramatta LEP 2020)**

**Note:** *The following land use table is an excerpt from the Draft Parramatta Local Environmental Plan 2020 (Harmonisation LEP) document exhibited on 31 August 2020 and must be read in conjunction with and subject to other provisions of that draft instrument.*

#### **Zone B1 Neighbourhood Centre**

##### **1 Objectives of zone**

- To provide a range of small-scale retail, business and community uses that serve the needs of people who live or work in the surrounding neighbourhood.
- To ensure the scale and type of development does not adversely affect the amenity of the surrounding neighbourhood.
- To allow for residential development that contributes to the economic and social vitality of the neighbourhood centre and does not detract from the primary objective of the zone.

##### **2 Permitted without consent**

Nil

##### **3 Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Cellar door premises; Centre-based child care facilities; Community facilities; Educational establishments; Emergency services facilities; Environmental protection works; Flood mitigation works; Garden centres; Hardware and building

supplies; Health consulting rooms; Home-based child care; Home business; Home occupations; Information and education facilities; Kiosks; Markets; Medical centres; Neighbourhood shops; Neighbourhood supermarkets; Office premises; Oyster aquaculture; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Roadside stalls; School-based child care; Service stations; Shops; Shop top housing; Small bars; Take-away food and drink premises; Tank-based aquaculture; Veterinary hospitals; Water recycling facilities

**4 Prohibited**

Pond-based aquaculture; Any other development not specified in item 2 or 3

**Development Control Plan**

The land is affected by Parramatta Development Control Plan 2011.

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

**Development Contribution Plan**

The Parramatta Section 94A Development Contributions Plan (Amendment No. 5) applies to the land.

**Heritage Item/Heritage Conservation Area**

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

The land is not located in a heritage conservation area.

**Road Widening**

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

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

**Land Reservation Acquisition**

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

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

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

- a. Site compatibility certificate (affordable rental housing),
- b. Site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments),
- c. Site compatibility certificate (seniors housing)

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

**Contamination**

Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

*Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?*

**NO**

*Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?*

**NO**

*Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?*

**NO**

*Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?*

**NO**

*Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement?*

**NO**

**Tree Preservation**

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

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

**Coastal Protection**

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

**NO**

**Council Policy**

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

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at [www.cityofparramatta.nsw.gov.au](http://www.cityofparramatta.nsw.gov.au) or from the Customer Service Centre.

**Mine Subsidence**

The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

**Bushfire Land**

The land is not bushfire prone land.

**Threatened Species**

The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.

**Biodiversity certified land**

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

**Note.** *Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.*

**Biodiversity stewardship sites**

The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

**Note:** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

**Native vegetation clearing set asides**

Council has not been notified of the land containing a set aside area under section 60ZC of the Local Land Services Act 2013.

**Property vegetation plans**

Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.



### **Paper Subdivision information**

The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

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

### **Loose-Fill Asbestos Register**

Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

### **Site verification certificates**

Council is not aware of whether there is a current site verification certificate in respect of the land.

### **Affected Building Notices and Building Product Rectification Orders**

Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

**Note:** *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*. *building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.

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

**Note: This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979**

The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of **Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

Other land exemptions within of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict complying development on the land may also apply.

**It is your responsibility to ensure that you comply with the relevant complying development provisions for the land. Failure to comply with these provisions may mean that a Complying Development Certificate is invalid.**

### **Housing Code; Low Rise Housing Diversity Code; Rural Housing Code**

**Complying Development pursuant to the Housing Code, Low Rise Housing Diversity Code and Rural Housing Code may be carried out on the land under **Clause 1.17A****

**(1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Commercial and Industrial (New Buildings and Additions) Code**

Complying Development pursuant to the Commercial and Industrial (New Buildings and Additions) Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Housing Alterations Code; General Development Code; General Commercial and Industrial (Alterations) Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code**

Complying Development pursuant to the Housing Alterations Code, General Development Code, General Commercial and Industrial (Alterations) Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code **may** be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

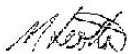
**SPECIAL NOTES**

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

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

Brett Newman  
Chief Executive Officer

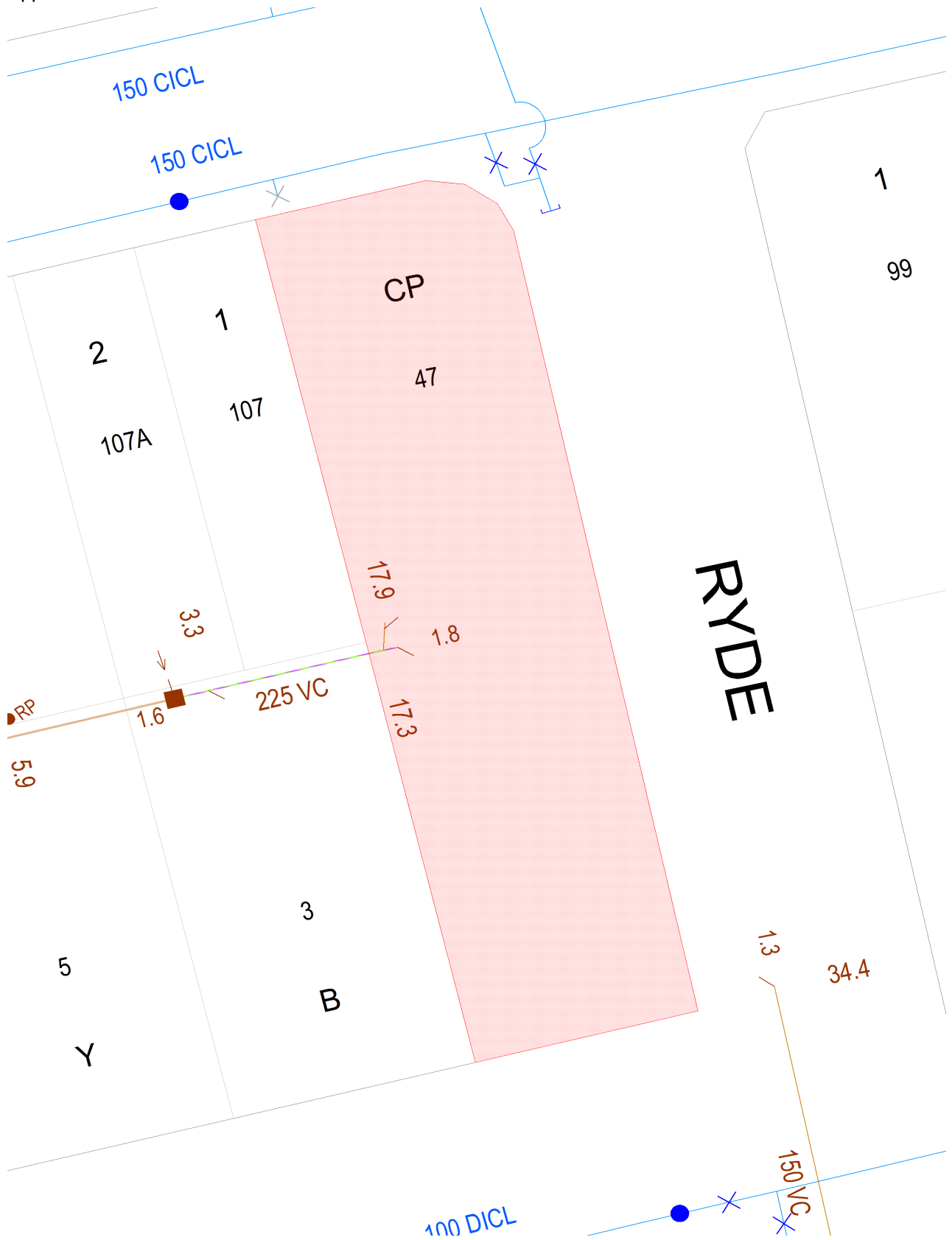
per



**dated** 6 May 2021



**Service Location Print**  
Application Number: 8000591218



Document generated at 31-03-2021 04:40:43 PM

**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**.

# 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

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## 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**.

Form: 07L  
Licence: 01-05-028  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Strictly Conveyancing Pty Ltd

# LEASE

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

New South Wales  
Real Property Act 1900

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

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

Property leased  
19/SP91974 Known as Shop 1, 47 Ryde Street Epping NSW 2121

**(B) LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Strictly Conveyancing Pty Ltd PO Box 3157, North Parramatta NSW 1750 Tel: 02 9630 5553	L
	Reference: MM:MM:NZ:2016489	

**(C) LESSOR**

C101 PTY LTD ACN 160927604

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

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

ZEAL EDUCATION GROUP PTY LTD ACN 611 200 787

**(F)**

TENANCY:

- (G)**
- TERM:** 6 Years
  - COMMENCING DATE:** 15 April 2016
  - TERMINATING DATE:** 14 April 2022
  - With an **OPTION TO RENEW** for a period of Six (6) years set out in Clause 2 together with a further period of Six (6) years set out in Clause 2
  - With an **OPTION TO PURCHASE** set out in clause N/A of N/A
  - Together with and reserving the **RIGHTS** set out in clause N/A of N/A
  - Incorporates the provisions or additional material set out in **ANNEXURE(S) A & B** hereto.
  - Incorporates the provisions set out in **MEMORANDUM** filed pursuant to section 80A Real Property Act 1900 and registered **LEASE** No. N/A
  - The **RENT** is set out in clause No 1 of Annexure 'A'

M.B

Q.C. LW TR

DATE:

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

Corporation: C101 Pty Ltd ACN 160927604  
Authority: section 127 of the Corporations Act 2001  
Signature of authorised person:

Name of authorised person: Mickey Beaini  
Office held: Sole Director/Secretary

Signature of authorised person:

Name of authorised person:  
Office held: Director/Secretary

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

Corporation: Zeal Education Group Pty Ltd ACN 611 200 787  
Authority: section 127 of the Corporations Act 2001  
Signature of authorised person:

Name of authorised person: Qing Chang  
Office held: Director

Signature of authorised person:

Name of authorised person: Tim Ricketts  
Office held: Director

(I) STATUTORY DECLARATION \*

I solemnly and sincerely declare that—

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

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

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

- Justice of the Peace (J.P. Number: )  Practising Solicitor
- Other qualified witness [specify]

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

- 1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and
- 2. I have known the person for at least 12 months OR I have confirmed the person's identity using the identification document and the document I relied on was a

Signature of witness: Signature of :

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

\*\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

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ANNEXURE A

Deed of Retail Lease  
Summary and Terms and Conditions

Lessor:	C101 Pty Ltd ACN 160927604 of Unit 37/287 Victoria Road, Rydalmere, NSW 2116	
Lessee:	Zeal Education Group Pty Ltd ACN 611 200 787 Pty Ltd of 14 Daffodil Street, Eastwood, NSW 2122	
Guarantor:	Qing Chang & Tim Ricketts of Jointly and severally	
Property:	<i>Street address</i>	Shop 1/47 Ryde Street, Epping
	<i>Nature of property</i>	Retail Office
	<i>Additional area e.g. Parking/storage</i>	

1. Summary (continued from LPI Lease Form)

- (a) Rent (clause 3)
- (i) \$80,000.00 per annum by monthly instalments of \$6,666.67.  
Note: clause 2 specifies payment dates and provides for pro rata adjustment of first and last instalments.
  - (ii) GST is payable in addition to the rent.
  - (iii) Holding deposit - \$7,333.33 (equal to one months' rent including GST payable immediately to Blueprint Property to be held in trust until execution of the lease as follows;
    - (1) First Instalment \$3,000.00 payable prior to issue of lease
    - (2) Second instalment of \$4,333.33 payable on the signing of the lease
  - (iv) Upon execution of the lease agreement the deposit shall be paid to the lessor as the first months' rent
  - (v) The lessee is entitled to a rent free period of four (4) months from the commencement date or date of business operation whichever comes first

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(b) Rent reviews (clause 3)

Rent reviews	Sydney all groups CPI	Market	Percentage
1 <sup>st</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	4%
2 <sup>nd</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	4%
3 <sup>rd</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	4%
4 <sup>th</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	4%
5 <sup>th</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	4%

(c) Outgoings (clause 3)

(i) Outgoings

- (1) Council rates;
- (2) Water rates;
- (3) Land tax
- (4) Strata administrative fund and sinking fund;
- (5) Public liability insurance;
- (6) Gas (metered costs)
- (7) Electricity (metered costs)
- (8) Telephone (metered costs)
- (9) Cleaning and waste removal (lessee to arrange)
- (10) All costs associated with the operation of the subject business
- (11) Lessee to undertake its own tenancy cleaning on a daily basis net of any GST payable by the lessor.

(ii) Lessee's share and payment of outgoings

- 100%;
- Increases in outgoings after the base year \_\_\_\_\_;
- Percentage being \_\_\_\_\_ % of the outgoings for the building or property of which the premises are part;
- Percentage being \_\_\_\_\_ % of increases in outgoings for the building or property of which the premises are part;
- Payable by reimbursement in arrears;
- Payable in advance in accordance with the lessor's budget.

Note: clause 2 makes provisions in relation to utilities in addition to outgoings.

(d) Bond (Clause 3)

\$22,000.00 (equal to three months' gross rent including GST)

(e) Interest rate (Clause 3)

12%.

(f) Permitted use (Clause 4)

Education Consultancy.

(g) Insurance (clause 7)

- Minimum public liability insurance: \$20,000,000.00.
- Plate glass: \_\_\_\_\_

## 2. Alterations or additions to Annexure B

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- (a) Lessee to make good all partitioning, walls and equipment installed during the Lease Term
- (b) Access will be permitted prior to lease commencement but not before execution of lease to the satisfaction of the lessor's solicitor/conveyancer, provision of appropriate insurance policies and bond. The lessee must obtain the lessors consent prior to any fit out works commencing
- (c) Lessee fitout is subject to lessor and statutory approval. Lessor will grant permission to the lessee to prepare and seek relevant statutory approvals associated with their fit out. Lessee will be responsible for all fit out work
- (d) All signage proposed by the lessee is subject to lessor and statutory approval
- (e) Lessee is responsible for repair and cleaning of shopfront glass
- (f) Lessor agrees to carry out the following works within the subject premises at their own expense;
  - (1) Split existing bathroom into a male/female toilet or add additional toilet suite
  - (2) Install standard suspended grid ceiling
  - (3) Install ducted air conditioning system. Once partitioned walls are erected (to be erected by lessee) lessee is responsible for having the system zoned and balanced as required and is responsible for ongoing maintenance. The lessee will be required to enter into a maintenance contract with a licenced and qualified air conditioning technician to service and maintain the system every six months. Copy of said agreement to be provided to lessor
  - (4) Install floating bamboo timber floor boards (or equivalent)
  - (5) Install kitchen sink and bench area
- (f) All dollar amounts stated in this lease are exclusive of Goods & Services Tax (GST) to the extent that the Tenant is not exempt. The Tenant must bear the GST liability imposed by the Legislation.
- (g) Statement of assets and liabilities certified by an accountant is required for the company directors Mr Qing Chang and Mr Tim Ricketts.
- (h) The terms of this lease are subject to approval by the lessor's Board of Directors
- (i) Each party to pay their own legal fees in relation to the drafting and executing of the lease documentation
- (j) Stamp duty and registration costs to be paid by the lessee
- (k) The lease is conditional on the issuance of the DEVELOPMENT APPROVAL. The lessee shall lodge the development approval with the relevant authority, and use all reasonable endeavours to obtain the development approval on conditions acceptable to the lessee, at its own cost.

Should the development approval not be provided within two months post lodgement and all relevant documents have been submitted for the approval, whichever occurs later, then either party can rescind this lease by serving a notice.

If the Lease is rescinded then the Lessee will not be liable to pay any rent and outgoings to the Lessor from the date of the Lease to the date of the rescission.

The lessee further agrees to engage the services of Phoenix Building Approvals as the principal certifying authority to obtain the complying development certificate.

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**Certificate under section 16 of the Retail Leases Act 1994**

Section 16 of the Retail Leases Act 1994 makes provisions to the effect that if the total of the term and options of a lease is less than five years, the term is automatically extended so that the total of the term and options is five years. It further provides that if this certificate is given, the extension of the term does not apply and the term agreed in the lease is unaltered.

I certify that at the request of the lessee I explained to the lessee before (or within six months after) the lessee entered into this lease:

- (a) The effect of subsections 16(1) and (2); and
- (b) That the giving of this certificate would result in section 16 not applying to this lease.

I further certify that I do not act for the lessor.

.....  
Date

.....  
Signature

.....  
Name of Lawyer/Licensed conveyancer

.....  
Signed by the lessor

.....  
Witness

.....  
Signed by the lessee

.....  
Witness

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**ANNEXURE B**

**Deed of Retail Lease  
Terms and Conditions**

Alterations to these terms and conditions are made in the lease summary.  
These terms and conditions remain in their copyright form without alteration.  
2015 Edition

<b>Lessor:</b>	C101 Pty Ltd ACN 160927604 C101 Pty Ltd ACN 160 927 604 of Unit 37/287 Victoria Road, Rydalmere, NSW 2116
<b>Lessee:</b>	Zeal Education Group Pty Ltd ACN 611 200 787 Pty Ltd ACN 609 486 820 of 14 Daffodil Street, Eastwood, NSW 2122 jointly and severally [delete if not applicable]

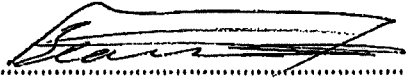
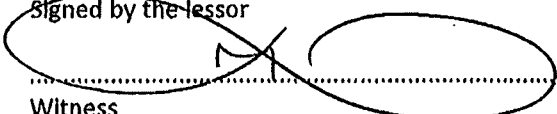
**Contents**

Clause	Description
1	Retail lease acknowledgement
2	Grant, renewal and holding over
3	All agreements relating to money
4	Use
5	Assignment and subletting
6	Maintenance, repairs, alterations and additions

Clause	Description
7	Insurance and indemnity
8	Damage
9	Guarantee
10	Default and termination
11	General agreements
	Execution page


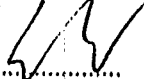
**1. Retail lease acknowledgement**

The lessor and the lessee enter into this lease on the understanding that the premises are a retail shop as defined by section 3 of the Retail Leases Act. They agree that if the premises are subsequently found not to be a retail shop the provisions of the Act nevertheless apply to this lease as agreements between the lessor and the lessee.

.....  
  
 Signed by the lessor  
 .....  
  
 Witness

**2. Grant, renewal and holding over**

- (a) The lessor grants to the lessee a lease of the premises for the term.
- (b) If the lease specifies one or more renewal terms and the lessee gives to the lessor notice in writing not more than six months and not less than three months prior to the terminating date then, provided at the date of the exercise

.....  
   
 Signed by the lessee  
 .....  
 Witness

First and last page of annexure must be signed by all parties

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of this as and at the terminating date the lessee is not in breach of this lease, the lessor shall grant to the lessee a lease of the premises for the further period commencing on the terminating date of the previous term on the same terms as this lease but with one less renewal period.

- (c) If the rent payable on renewal of this lease is to be determined by a review to market and the lessee has, not more than nine months and not less than six months prior to the terminating date, notified the lessor in writing that the lessee requires the lessor appoint an independent expert to determine the market rent and such determination has not been made by 21 days prior to the last day for the lessee to exercise the renewal option, that date is extended until 21 days after the lessee receives such determination.
- (d) Should the lessee continue to occupy the premises after the terminating date otherwise than pursuant to a renewed lease then this lease shall continue on a month to month basis and may be terminated by either party giving to the other, at any time, one month notice in writing.

### **3. All agreements relating to money**

#### **(a) Rent**

- (i) With the exception of the first and last rent instalments, the lessee shall pay the rent to the lessor on the first day of each calendar month.
- (ii) The amount of the first rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the commencement date until the end of the first calendar month in the term.
- (iii) The amount of the last rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the beginning of the last month of this lease until the date this lease ends.
- (iv) The lessee shall pay all rent instalments in advance, without deduction of any kind, at the lessor's address for service or such other address or by such other method as the lessor may from time to time reasonably direct in writing.

#### **(b) Rent review**

- (i) The rent shall be reviewed in the manner specified in the summary on each anniversary of the commencement date until this lease ends. If the term is extended by operation of section 16 of the Retail Leases Act, the rent shall be reviewed on each anniversary of the commencement date that occurs during the extended term in the same manner as at the previous anniversary.
- (ii) If the summary specifies a rent review for an anniversary against the Sydney All Groups CPI the rent shall be increased by the same percentage as the percentage increase in such index for the four quarters last ended before the relevant anniversary. Provided that should at any time the CPI cease to be published then the lessor and lessee agree to replace the CPI with such other index as shall be published to replace the CPI and in the absence of such agreement being reached that other index shall be the index which most appropriately reflects fluctuations in the costs of living in Sydney.
- (iii) If the summary specifies a rent review to market for an anniversary then:
  - (1) The lessor and the lessee must prior to the review date, jointly instruct and pay an independent expert to determine the market rent as at the review date and to provide a written report with reasons.
  - (2) If the lessee so requests in writing no sooner than 12 months prior to the review date the date by which the lessor and the lessee must instruct the independent expert is one month after that request.
  - (3) In the event the lessor and the lessee fail to agree on the independent expert to be instructed, either party may approach the President of the New South Wales Division of the Australian Institute of Valuers to appoint the independent expert.
  - (4) The independent expert's determination shall be final and binding.

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- (5) In determining the current market rent, the independent expert must take into account the terms of the lease, including the term and permitted use and must assume the parties are willing, prudent and acting without compulsion.
- (6) The independent expert must not take into account the value of any goodwill created by the lessee's occupation or the value of the lessee's fixtures and fittings.
- (7) The lessor must provide the independent expert with such information as the independent expert reasonably requires.

**(c) Outgoings**

- (i) The lessee must reimburse the lessor for the outgoings specified in the summary.
- (ii) If the summary specifies the lessee is to reimburse the lessor in arrears, the lessor shall first pay all outgoings as and when they fall due and provide evidence of the outgoings and payment to the lessee. The lessee must reimburse the lessor on the first day of each calendar month, for all outgoings paid by the lessor and not previously reimbursed by the lessee.
- (iii) If the summary specifies outgoings shall be paid by the lessee in advance pursuant to the lessor's budget, the following provisions apply:
  - (1) The lessor must provide to the lessee prior to the commencement date and prior to each anniversary, a budget for outgoings that reasonably reflects the anticipated forthcoming annual outgoings for the premises.
  - (2) The lessee shall pay the budgeted outgoings to the lessor by equal monthly instalments on the first day of each month.
  - (3) At the end of each year an account shall be taken of the actual outgoings and if different from the budgeted outgoings paid by the lessee then any shortfall will be paid by the lessee to the lessor and any excess will be refunded to the lessee.

**(d) Other expenditure**

The lessee is to pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the premises.

**(e) Bond or bank guarantee**

- (i) The lessee must provide to the lessor either a cash bond or bank guarantee for the amount specified in the summary as security for the lessee's obligations under this lease.
- (ii) Unless the lessor is exempt from the requirements of section 16C of the Retail Leases Act, the lessor must deposit with the Director General of the Department of State and Regional Development an amount equivalent to the cash bond paid by the lessee within 20 days after the later of the date of this lease and the date of payment of the bond by the lessee.
- (iii) A bank guarantee shall be in favour of the lessor, not have a termination date, shall be expressed to be security for the performance by the lessee of its obligations under the lease and otherwise be in a form acceptable to the lessor.
- (iv) Within one month of each rent review, the lessee must provide to the lessor an additional cash bond or additional or replacement bank guarantee such that the value of all bonds and guarantees bears the same relationship to the reviewed rent as the commencing bond or guarantee bears to the commencing rent.
- (v) The lessor may at any time apply to the Director General of the Department of State and Regional Development for payment out of the bond of all amounts required to rectify all breaches of the lease by the lessee.
- (vi) A breach of covenant by the lessee shall entitle the lessor to call upon the guarantee for the cost of rectifying the breach.
- (vii) When the lessee no longer has any obligations to the lessor under this lease, the lessor must return the guarantee or consent to the Director General paying the bond to the lessee.

**(f) Goods and services tax (GST)**

The lessor shall provide the lessee with a tax invoice for any taxable supply made to the

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lessee. The lessee shall pay the GST in addition to the cost of the supply.

**(g) Interest on overdue money**

If a payment under this lease is not made by the due date, the party liable to make the payment shall pay interest to the party entitled to the payment at the rate specified in the summary, calculated daily from the day following the day the payment was due until the day the payment is made.

**(h) Mortgagee consent fees**

The lessee shall reimburse the lessor for all fees and charges imposed by the lessor's mortgagee for and incidental to:

- (i) The granting of this lease; and
- (ii) Any assignment of this lease.

**(i) Legal costs**

The lessee shall reimburse the lessor for reasonable legal costs and disbursements of and incidental to:

- (i) The amendment of an earlier draft of this lease where the lessee received from the lessor the draft and subsequently requested an amendment to the draft unless:
  - (1) The amendment was to insert or vary particulars of the lessee, the rent or the term;
  - (2) The amendment was to remedy a failure by the lessor to include or to omit a term of the proposed lease that was previously agreed; or
  - (3) The amendment was requested before the lessee provided a disclosure statement under section 11A of the Retail Leases Act.
- (ii) The assignment of this lease including costs incurred in the assessment of the suitability of any proposed assignee (whether or not the proposed assignee is approved by the lessor) and the negotiation and preparation of an assignment of lease, or a new lease to the proposed assignee; and
- (iii) Any breach of this lease by the lessee or the guarantor.

**4. Use**

- (a) The lessee warrants that in entering into this lease, it has relied entirely on its own enquiries in relation to the state of repair and suitability of the premises for the lessee's intended use and acknowledges that to the extent the lessor has made representations about the state of repair or suitability of the premises for the lessee's intended use, the lessee did not in any way rely on those representations when entering into this lease.
- (b) The lessee shall not use the premises otherwise than for the permitted use specified in the summary.
- (c) The lessee shall comply with all requirements of law in relation to its use of the premises.
- (d) The lessee shall not use or permit to be used for other than their designed purposes, any of the fixtures or fittings in the premises or any property of which the premises may be part.
- (e) The lessee shall not store or use an inflammable or dangerous substance upon the premises or any property of which the premises may be part unless a normal incident of the permitted use.
- (f) The lessee shall not do or permit to be done on the premises or in any property of which the premises may be part anything which in the opinion of the lessor may become a nuisance, disturbance, obstruction or cause of damage whether to the lessor or to other tenants or users of any property of which the premises may be part or use the premises in any noisy, noxious or offensive manner.
- (g) The lessee shall not obstruct or interfere with any of the entrances or common areas of any property of which the premises may be part.
- (h) The lessee shall advise the lessor, or where applicable its managing agent, of the private address and telephone number of the lessee or if the lessee is a corporation of the manager, secretary or other responsible person employed by the lessee and shall keep the lessor or its managing agent informed of any change of such address or telephone number.
- (i) The lessee shall secure the premises against unauthorised entry at all times when the premises are left unoccupied and the lessor reserves the right by its servants and agents to

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enter upon the premises and secure the premises if the premises are left unsecured.

## **5. Assignment and subletting**

- (a) The lessee shall not assign, grant a sublease, licence or concession or otherwise part with possession or deal with the premises without the prior written consent of the lessor.
- (b) If there is a guarantor of this lease (other than a bank under a limited bank guarantee) or if the proposed assignee is a corporation, the lessee acknowledges that if the lessor consents to assignment of the lease such consent will be subject to a condition that the assignee provide a guarantor with financial resources that are not inferior to those of the lessee and the guarantor combined.
- (c) The lessor may withhold consent to assignment of this lease if:
  - (i) The lessee is in breach of the lease at the time the lessor's consent is sought.
  - (ii) The proposed assignee has retail experience that is inferior to the experience of the lessee.
  - (iii) The proposed assignee has financial resources that are inferior to the financial resources of the lessee.
- (d) In the event of the lessee being a company, then any change in the shareholding of the lessee company altering the effective control of the lessee shall be deemed a proposed assignment requiring the consent of the lessor in accordance with this provision.
- (e) A request for the lessor's consent to an assignment of this lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed assignee. The lessee must provide the lessor with the information prescribed in Schedule 2A of the Retail Leases Act.
- (f) Before requesting the consent of the lessor to a proposed assignment of this lease, the lessee must furnish the proposed assignee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in that disclosure statement since it was given to the lessee

(being changes of which the lessee is aware or could reasonably be expected to be aware).

- (g) For the purpose of enabling the lessee to comply with clause (f), the lessee is entitled to request the lessor provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, paragraph (f) does not apply to the lessee.
- (h) The lessor may withhold consent to a sublease, licence, concession or other dealing with the premises or the lessee's interest in this lease at the lessor's absolute discretion.

## **6. Maintenance, repairs, alterations and additions**

- (a) If the premises are part of a larger property, the lessor must maintain such parts of the common facilities, services and common areas as the lessor may own or control and use its best endeavours to cause to be maintained such parts of the common facilities, services and areas not in the lessor's direct control.
- (b) The lessee shall keep the interior of the premises and all fixtures and fittings in a state of good repair having regard to their condition at the commencement of the lease. Fair wear and tear and damage caused by fire, flood, storm or tempest is excepted unless any policy of insurance covering such occurrences shall have been vitiated or the policy money refused as a result of the act or omission of the lessee, its servants, agents, licensees or invitees. Any plant or machinery located within and exclusively servicing the premises shall be maintained and serviced and kept in a state of good repair by the lessee at its expense and the lessee will keep current such maintenance service and repair contracts that are reasonably required by the lessor.
- (c) The lessor, or an agent of the lessor, may twice in every year during the term at a reasonable time of the day, upon giving to the lessee two days previous notice, enter the premises and view the state of repair and may serve upon the lessee at the premises a notice in writing of any defect requiring the lessee within a reasonable time to repair same in accordance with any covenant expressed or implied in the lease, and that in default of the lessee so doing

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the lessor may at any time enter the premises and carry out the required repairs.

- (d) After each six years of the term the lessee shall repaint and redecorate such part of the interior of the premises as are painted or otherwise decorated.
- (e) The lessee shall repair, replace and maintain all glass broken in the premises and all non-operative light fittings and shall regularly clean the premises and dispose of all waste products and shall take all necessary steps to control any pest infestation and shall keep the premises in a clean and tidy condition.
- (f) The lessee shall repair, replace and maintain all air conditioning, electrical and plumbing fittings installed in the premises broken or damaged as a result of the use of premises by the lessee, including fair wear and tear.
- (g) The lessee shall comply with all statutory requirements affecting the premises and will comply with any notices or orders which may be given by any authority in respect of the use of the premises by the lessee provided that the lessee shall be under no liability in respect of any structural alterations unless that liability arises out of the lessee's use or occupation of the premises.
- (h) The lessee shall keep and maintain the waste pipes, drains and water closets servicing the premises in a clean, clear and operative condition and shall regularly clean and service any grease traps provided for the use of the premises.
- (i) In the event of the lessee failing to perform any of its obligations under the foregoing provisions then the lessor may do such things as are necessary to comply with such provisions and may recover from the lessee the costs of so doing.

## **7. Insurance and indemnity**

- (a) The lessee shall keep current at all times during the currency of this lease:
  - (i) A public liability insurance policy, noting the interest of the lessor, for the premises and the business for an amount of not less than the amount specified in the summary;

- (ii) An insurance policy against the loss or damage to the fixtures, fittings and goods of the lessee; and

- (iii) An insurance policy in the name of the lessee, noting the interest of the lessor, for the replacement value of all glass in or enclosing the premises.

- (b) The lessee indemnifies the lessor against all claims, actions, losses and expenses for which the lessor may become liable arising out of the act or neglect of the lessee, its servants, agents, employees, licensees and invitees in the use of the premises.
- (c) The lessee covenants at all times and in all respects to comply at its own expense with the requirements of Fire & Rescue NSW and the requirements of any other relevant statute or regulation.
- (d) In the event that the lessee does, or omits to do, anything whereby the premiums of any insurance effected by the lessor are increased, then the lessee shall pay such increase in insurance to the lessor.

## **8. Damage**

- (a) If a substantial part of the premises is damaged to an extent that the premises are unfit for the approved use then the rent shall abate and this lease, if the lessor so elects and of its election in writing notifies the lessee within one month of the destruction or damage, be terminated and brought to an end PROVIDED THAT if the lessor does not give such notice and does not within a period of three months from such occurrence commence to restore the premises the lessee may by notice in writing to the lessor terminate this lease.
- (b) In the event that the premises or any part thereof shall at any time during the continuance of the lease be damaged, so as to render part of the same unfit for occupation and use by the lessee, then a proportionate part of the rent hereby reserved according to the nature and extent of the damage sustained shall abate until the premises shall have been rebuilt or made fit for the occupation and use of the lessee.
- (c) In the event of the occurrences referred to above the rent reserved by this lease shall not abate in the event that any policy of insurance covering

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such occurrences or loss of rental policy shall have been violated or the policy money refused in whole or in part in consequence of some act or default by the lessee or its servants, agents, licensees and invitees.

- (d) In the case of any difference concerning the amount of rental to abate, then the same may be referred by either party to arbitration under the provisions of the Commercial Arbitration Act 2010.

## 9. Guarantee

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In consideration of the lessor, at the request of the guarantor, entering into this lease, the guarantor agrees with the lessor:

- (a) That it is jointly and severally liable to the lessor for the due payment of all money under this lease and the due performance of all obligations of the lessee under this lease;
- (b) That it will remain liable to the lessor notwithstanding:
  - (i) The lessor may not have exercised all or any of its rights under the lease; or
  - (ii) The lessor may not have made prior demand upon the lessee; or
  - (iii) The lessor may have granted time or other indulgence to the lessee; or
  - (iv) The death or insolvency of the lessee;
- (c) That its liability will not in any way be conditional upon the validity or enforceability of the lessee's obligations in this lease and will continue until all money has been paid and all obligations have been satisfied; and
- (d) That if the option or options contained in this lease are exercised, then this guarantee will continue during the further term of the lease.

## 10. Default and termination

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- (a) If the lessee is in breach of an obligation under this lease, the lessor may serve on the lessee a notice to remedy the default. Such notice must:
  - (i) Specify the breach; and
  - (ii) Specify the steps required of the lessee to rectify the breach; and
  - (iii) Give the lessee a reasonable time to rectify the breach, but such time need not exceed 30 days.

- (b) If the lessor has complied with the previous subclause and the lessee has not remedied the breach to the reasonable satisfaction of the lessor, the lessor may terminate this lease by giving the lessee 14 days written notice.
- (c) The lessee shall on or before the termination date remove its fixtures, fittings and goods from the premises, failing which, such fixtures, fittings and goods as have not been removed shall be forfeited to the lessor and shall become the property of the lessor.
- (d) Should the lessor become entitled to terminate this lease and take possession of the premises the lessee irrevocably appoints the lessor as the lessee's attorney to do all such acts and things and to sign all such documents as may be necessary to surrender this lease, to give possession of the premises and to convey good title to a third party to such of the lessee's fixtures, fittings and chattels as shall become the property of the lessor.

## 11. General agreements

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- (a) **Quiet enjoyment**

The lessee may have the quiet enjoyment and use of the premises without interference by the lessor.
- (b) **Alterations**

The lessee shall not affect any alterations or additions to the premises without the written consent of the lessor.
- (c) **Remove fixtures**

When this lease ends, the lessee shall remove its fixtures, fittings and goods and make good any damage to the premises or any property of which the premises may be part caused by such removal and in the event such fixtures, fittings and goods have not been removed by the lessee within seven days of such expiration or earlier determination then they shall be forfeited to the lessor and shall become the property of the lessor.
- (d) **Hours**

The lessee shall not occupy or permit the premises to be occupied or used outside the hours as are from time to time stipulated by law.

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(e) **Signage**

The lessee shall not place any sign, advertisement, name or notice on any part of the premises or any property of which the premises may be part without the lessor's prior written consent and if necessary without the prior consent of any relevant competent authority.

(f) **Infrastructure repair by lessor**

The lessor reserves the right to use, maintain, modify, relocate and repair any services, fixtures or fittings passing through the premises or the estate and in doing so will cause the minimum of inconvenience and disruption to the lessee's business.

(g) **Prospective tenants or purchasers**

The lessee shall at all reasonable times permit the lessor to show the premises to prospective tenants or purchasers and will allow the lessor to affix such 'For Sale' or 'To Let' notices as the lessor may deem expedient.

(h) **Service**

Any notices or documents required to be served under this lease may be served in the manner described in the Conveyancing Act 1919 or may be left at the address of the lessor or lessee shown on the first page of Annexure A unless otherwise notified by either party in writing.

(i) **Strata**

In the event of the lessor wishing to effect a strata subdivision of any property of which the premises may be part then the lessor may carry out such works as are required by the responsible authorities provided that in so doing it will cause the minimal inconvenience and disruption to the lessee's business.

(j) **Severance**

The lessor and lessee agree that any provision of this lease which is in breach of any statute, regulation, by-law or ordinance and in consequence of such breach is voidable,

unenforceable or invalid, then it shall be severable from this lease and this lease shall be read as though such provision did not form part of the same.

(k) **Use of common property**

The lessee shall have the right, in common with other lessees of other parts of the property of which the premises form part, to use the common property in and about the premises in accordance with the rules which may be made from time to time by the lessor, an owners' corporation or manager for the purpose of controlling, regulating and administering the common property for the benefit of all lessees within any property of which the premises may be part.

.....  
Signed by the lessor

.....  
Witness

.....  
Signed by the lessee

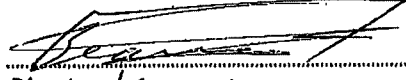
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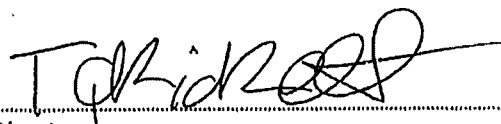
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d.c. LN TH

EXECUTION PAGE  
EXECUTED AS A DEED

authorised to amended by  
Naha Richards 31/3/16

C101 Pty Ltd ACN 160927604 )  
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.....  
SOLE Director / Secretary  
Name: Mickey Bealni Director  
Name: ...

EXECUTED BY PEAK EDUCATION GROUP PTY LTD )  
ACN 609 486 820 )  
  
.....  
Director Director  
Name: Tim Ricketts Name: Qing Chang

SIGNED SEALED & DELIVERED BY In the )  
presence of: )  
  
.....  
Signature of witness Signature  
ANNE GOWEK  
.....  
Print name of witness