

@ 2019 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457. You can prepare your own version of pages 1 and 2 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New Wales and The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM		
Vendor's agent	Name	TAYLOR NICHOLAS GROUP	Phone: 9550 9222
	Address	Suite 2A, 78 Pyrmont Bridge Road CAMPERDOWN NSW 2050	Ref:
Co-agent	No co-agent		
Vendor	Name	STEADFAST BUILT PTY LIMITED ACN 600 110 763 ATF TRUST 010 & JOHN STREET 47 PTY LIMITED ACN 622 444 455 ATF JOHN STREET TRUST (joint ABN 74 104 365 660)	
	Address:		
Vendor's solicitor	Name	LANDERER & COMPANY	Phone: 9261 4242
	Address and DX	Level 31, 133 Castlereagh Street, Sydney NSW 2000 DX 1247 SYDNEY	Fax: 9261 4026 Ref: David Malouf
Date for Completion	Refer to clauses 15 and 35		
Land (Address)	SUITE , "THE CARTON FACTORY" , 47-55 JOHN STREET, LEICHHARDT		
Plan Details	Lot in the unregistered draft Strata Plan		
Title Reference	PART Lots 11-15 Section B in DP975061 being PART of auto consol 6694-133 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies		
Improvements	Commercial Suite Number of car spaces (if any): Number of storage spaces:		
Attached copies	<input checked="" type="checkbox"/> Documents in the List of Documents as marked <input checked="" type="checkbox"/> Other documents as specified in the contract.		

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

Purchaser	Name	
	Address	
Purchaser's & Guarantor's solicitor	Name	
	Address	
	and DX	
Guarantor		
Price	\$	
Deposit	\$	(10% of the price, unless otherwise stated)
Balance	\$	
Contract date		(if not stated, the date this contract was made)

FOR EXECUTION PAGE SEE ANNEXURE

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

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

Yet to be appointed

LIST OF DOCUMENTS (copy of document attached if marked) (some copies are required by *legislation*)

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input checked="" type="checkbox"/> 3 unregistered plan of the land</p> <p><input checked="" type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate (Environmental Planning and Assessment Act 1979)</p> <p><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input checked="" type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input checked="" type="checkbox"/> 23 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input checked="" type="checkbox"/> 32 property certificate for strata common property</p> <p><input checked="" type="checkbox"/> 33 plan creating strata common property</p> <p><input checked="" type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input checked="" type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 58 other document relevant to off the plan contract</p> <p>Other</p> <p><input checked="" type="checkbox"/> 59 Refer to the contract</p>
---	---

CHOICES:

- Vendor agrees to accept a deposit-bond (clause 3): NO
- Nominated *Electronic Lodgment Network (ELN)*** (clause 30): PEXA
- Electronic transaction*** (clause 30): Yes

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

no

YES (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor 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 business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of GSTRW payment (*taxable supply in full, so as at the contract date 1/11th of the price*): \$
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)
(*taxable supply in full, so as at the contract date 1/11th of the price*): \$

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: Not applicable

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

THIS IS THE EXECUTION PAGE TO CONTRACT FOR SALE BETWEEN **STEADFAST BUILT PTY LIMITED ACN 600 110 763 ATF TRUST 010 & JOHN STREET 47 PTY LIMITED ACN 622 444 455 ATF JOHN STREET**

DATED THE _____ DAY OF _____ 20____

Purchaser

JOINT TENANTS tenants in common

EXECUTED on behalf of _____)
.....)
by)
pursuant to Power of Attorney Book..... No.....)
OR)
pursuant to Authority dated)

Witness

Print name of Witness:
 in unequal shares

.....
Attorney/Authorised Person
.....
Witness

Guarantor

EXECUTED by _____)
.....)
in accordance with section 127 of the Corporations Act)
2001 (C'th))


.....
Secretary/Director/Authorised Person
.....
Print name of signatory

Witness

Print name of Witness:

.....
Director
.....
Print name of signatory

EXECUTED by
STEADFAST BUILT PTY LIMITED ACN 600 110 763
ATF TRUST 010 in accordance with section 127 of the
Corporations Act 2001 (C'th)

.....
Secretary/Director

.....
Print name of signatory

EXECUTED by)
JOHN STREET 47 PTY LIMITED ACN 622 444 455 ATF)
JOHN STREET TRUST in accordance with section 127 of)
the Corporations Act 2001 (C'th))

.....
Secretary/Director

.....
Print name of signatory

TAX FILE NUMBER

The Tax File Number for the Purchaser is:-

Purchaser(s) Date(s) of Birth:-

SPECIFIC POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY the party named in the First Schedule hereto (the "Grantor") hereby appoints in the Grantor's place and stead the person specified in the Second Schedule hereto (hereinafter called the "Attorney") to be the Attorney of the Grantor and in the name of the Grantor to:

- (a) complete (including making any insertions, deletions, alterations or corrections) execute (including under seal if thought fit by the Attorney) endorse and deliver the documents and do the acts and things described in the Third Schedule hereto; and
- (b) do all such other acts, things and deeds and complete, execute, endorse and deliver all such other instruments, documents and writings as the Attorney shall think necessary or desirable for the effectual exercise of the powers granted in paragraph (a) hereof.

AND THE GRANTOR hereby covenants to ratify and confirm whatever the Attorney shall do in the exercise of the powers hereby conferred including whatsoever shall be done between the time of the revocation of this Power of Attorney and the time of such revocation becoming known to the Attorney.

**FIRST SCHEDULE
(The Grantor)**

STEADFAST BUILT PTY LIMITED (ACN 600 110 763) (in both its personal capacity and in its capacity as trustee of Trust 010) of Suite 1304, Level 13, 227 Elizabeth Street, Sydney NSW 2000.

**SECOND SCHEDULE
(The Attorney referred to in paragraph (b))**

Peter Royal of Suite 6, Level 8, 99 York Street, Sydney NSW 2000.

**THIRD SCHEDULE
(Specified Documents and Acts)**

Any documents and any acts and things in connection with the sale and development of the property known as "The Carton Factory", 47-55 John Street LEICHHARDT NSW 2040 and comprised in auto consol 6694-133, or any part thereof, including (without limitation) execute contracts for sale and purchase, transfers, deeds of rescission of contracts for sale and purchase and deeds of variation of contracts for sale and purchase.

IN WITNESS WHEREOF this Power of Attorney was executed the 9 day of March 2020

EXECUTED by)
STEADFAST BUILT PTY LIMITED (ACN 600 110 763))
in accordance with section 127 of the)
Corporations Act 2001 (C'th))

.....
Secretary/Director/Authorised Person

.....
Print name of signatory

.....
Sole Director / Secretary
.....
Tony Royal
Print name of signatory

SPECIFIC POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY the party named in the First Schedule hereto (the "Grantor") hereby appoints in the Grantor's place and stead the person specified in the Second Schedule hereto (hereinafter called the "Attorney") to be the Attorney of the Grantor and in the name of the Grantor to:

- (a) complete (including making any insertions, deletions, alterations or corrections) execute (including under seal if thought fit by the Attorney) endorse and deliver the documents and do the acts and things described in the Third Schedule hereto; and
- (b) do all such other acts, things and deeds and complete, execute, endorse and deliver all such other instruments, documents and writings as the Attorney shall think necessary or desirable for the effectual exercise of the powers granted in paragraph (a) hereof.

AND THE GRANTOR hereby covenants to ratify and confirm whatever the Attorney shall do in the exercise of the powers hereby conferred including whatsoever shall be done between the time of the revocation of this Power of Attorney and the time of such revocation becoming known to the Attorney.

**FIRST SCHEDULE
(The Grantor)**

JOHN STREET 47 PTY LIMITED ACN 061 654 573 (in both its personal capacity and in its capacity as trustee ATF John Street Trust) of Suite 6, Level 8, 99 York Street, Sydney NSW 2000.

**SECOND SCHEDULE
(The Attorney referred to in paragraph (b))**

Tony Royal of Suite 1304, Level 13, 227 Elizabeth Street, Sydney NSW 2000.

**THIRD SCHEDULE
(Specified Documents and Acts)**

Any documents and any acts and things in connection with the sale and development of the property known as "The Carton Factory", 47-55 John Street LEICHHARDT NSW 2040 and comprised in auto consol 6694-133, or any part thereof, including (without limitation) execute contracts for sale and purchase, transfers, deeds of rescission of contracts for sale and purchase and deeds of variation of contracts for sale and purchase.

IN WITNESS WHEREOF this Power of Attorney was executed the ^{19th} day of *March*, 2020

EXECUTED by)
JOHN STREET 47 PTY LIMITED ACN 061 654 573)
in accordance with section 127 of the)
Corporations Act 2001 (C'th))

.....
Secretary/Director/Authorised Person

.....
Print name of signatory

[Handwritten Signature]
.....
Sole Director / Secretary
PETER ROYAL
.....
Print name of signatory

AMENDMENTS TO PRINTED FORM OF CONTRACT

The printed clauses of this contract are amended in the following manner:

- Clause 2.9:** replace "If each party tells the depositholder that the deposit is to be invested," with "The parties hereby authorise and direct", and add at the end of clause 2.9 the sentence ". The parties also hereby authorise the depositholder from time to time at the direction of the vendor to withdraw the deposit so invested and reinvest with another bank, and the provisions of this clause 2.9 equally apply";
- Clause 2.10:** insert the following as clause 2.10:
- "2.10** Despite any other provision contained in this clause 2, the purchaser will not be entitled to any interest accrued on the investment of the deposit if the purchaser has not advised the vendor of the purchaser's tax file number on or within 10 business days of the date of this contract, in which case the depositholder is authorised and directed to pay the interest solely to the vendor despite clause 2.9."
- Clause 4.1:** delete.
- Clause 5.2.1:** delete and replace with:
- "5.2.1** If it arises out of this contract or is a general question about the property or the title - within 7 days after the date that the vendor notifies the purchaser in writing of the registration of the Strata Plan."
- Clause 5.2.2:** delete and replace with:
- "5.2.2** If it arises out of anything served by the vendor on the purchaser (except as otherwise provided in this contract) - within 7 days after the date that the vendor notifies the purchaser in writing of the registration of the Strata Plan."
- Clause 7.1.1:** replace "5%" with "1%".
- Clause 8:** delete "The vendor can rescind if -" and insert "Despite any other provision of this contract, the vendor can rescind if -";
- Clause 8.1.1:** delete "on reasonable grounds";
- Clause 8.1.2:** delete "and those grounds";
- Clause 9.1:** add at the end "and, despite clause 2.9, all interest earned thereon".
- Clauses 10.1.8 and 10.1.9:** delete "substance" and the insert "existence";
- Clause 13.2:** delete;
- Clause 13.8:** delete;

(30103892 MASTER special conditions 02 03 20)

y:\affinity documents\royal001\30103892\royal001_30103892_008.docx

- Clause 14:** delete clauses 14.4.2, 14.5 and 14.7;
- Clause 16.6:** add "not less than two business days before the Completion Date" after "If";
- Clause 16.9:** add at the end the sentence "The purchaser hereby consents to the depositholder at the direction of the vendor withdrawing the deposit and all accrued interest and having it available at settlement drawn as directed by the vendor (having regard to any entitlement of the purchaser under this contract to interest earned on the deposit). However, the above arrangement is on the basis that none of the deposit and interest is to be released by the depositholder until Completion actually occurs."
- Clause 19.2.3:** delete;
- Clause 20.6.5:** add at the end of the clause "A fax is taken to have been received at the time shown in the sender's transmission report showing that the whole of the fax was sent. An email is taken to have been received at the time shown in the sender's email record as having been successfully sent ".
- Clause 20.16:** insert the following as clause 20.16:
- "20.16** All monetary amounts specified in this contract are in Australian dollars (\$)";
- Clauses 23-29 inclusive:** delete, except for 23.3, 23.16, and 23.17;

3.

SCHEDULE OF DOCUMENTS ANNEXED TO THIS CONTRACT

- "1" Schedule of Finishes
- "2" Draft Strata Plan
- "3" Draft By-Laws
- "4" Vendor disclosure documents
- "5" Requisitions on Title

30A. ADDITIONAL CLAUSES

30A.1 Application

These additional clauses form part of this contract.

30A.2 Conveyancing Act Preserved

No clause of this contract may be read or applied so as to exclude, modify or restrict or have the effect of excluding, modifying or restricting the application of all or any of the provisions of Section 52A of the Conveyancing Act, 1919 or the Conveyancing (Sale of Land) Regulation 2017 or the exercise of a right conferred under them in relation to this contract.

30A.3 Clauses may be Severed

If any clause of this contract or any part of it is invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining clauses will not in any way be affected or impaired.

30A.4 Conflict

If there is any conflict between the additional clauses and the printed clauses, then the additional clauses will prevail.

30A.5 Interpretation

In this contract, unless the context otherwise requires:

- (a) any schedules, annexures and exhibits are part of this contract;
- (b) a reference to a person includes an individual, firm, corporation, unincorporated association, joint venture and an authority;
- (c) a reference to a person includes a reference to that person's executors, administrators, successors in title and assigns;
- (d) where the purchaser or the Guarantor consists of 2 or more persons, this contract benefits and binds them jointly and severally;
- (e) if a period of time is specified and commences from a given day or the day of an act or event, it must be calculated exclusive of that day;
- (f) a reference to time is a reference to Sydney time;
- (g) "**include**" or "**including**" when introducing an example or list of things, does not limit the example or list to the example or list used or referred to;
- (h) headings are only used for convenience and do not affect interpretation;
- (i) any additional clause or provision expressed or intended to have force and effect after Completion will not merge on completion but will continue to operate for as long as may be necessary; and
- (j) references to pages, clauses, schedule, annexures and exhibits are references to pages, clauses, schedules, annexures and exhibits in this contract.

30.6 No adverse interpretation

Nothing in this contract will be interpreted adversely to a party because the party was responsible for the drafting of this contract or any particular clause in this contract.

31A. PURCHASER'S WARRANTIES

31A.1 Warranties

The purchaser gives the following warranties in this clause 31A to and for the benefit of the vendor.

31A.2 Entire Agreement

This contract constitutes the entire agreement between the parties.

31A.3 Independent Enquiry

- (a) The Purchaser has made its own enquiries and satisfied itself regarding the subject matter of this contract including the construction, nature, fitness or suitability for any purpose of the Property or any financial return or income which may be derived from it and as to the presence in or upon the property or emanating from the property of any Contamination and regarding any other development surrounding the Building and the effect of that development on views from the property.
- (b) The purchaser warrants that neither the vendor nor anyone on behalf of the vendor has made any representation or warranty upon which the purchaser relies as to the construction, nature, fitness or suitability for any purpose of the Property or any financial return or income which may be derived from it and as to the presence in or upon the property or emanating from the property of any Contamination and regarding any other development surrounding the Building and the effect of that development on views from the property.

31A.4 Independent Advice

The Purchaser has either obtained or by signing this contract has waived its rights to obtain independent advice on and is satisfied about:

- (a) its obligations and rights under this contract; and
- (b) its entitlement, if any, to claim income tax deductions for depreciation of any plant or equipment in the Building or in connection with the cost of construction of the Building.

31A.5 No Reliance

The Purchaser does not rely on any marketing material, statement, letter, document, correspondence or arrangement whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements of this contract.

31A.6 Marketing material

The purchaser acknowledges that marketing material for the Development and inspected by the purchaser before entering into this contract was prepared prior to completion of the construction of the Building and accordingly:

- (a) changes may be made during construction;

6.

- (b) the text, photographs, artist impressions, graphic images depicting interiors and exteriors and other information in the marketing material, while accurate at the time of printing the marketing material, were indicative only of the vendor's proposals in relation to the Development but, subject to any express provision in this contract to the contrary, do not impose any obligation on the vendor to effect those proposals;
- (c) individual suites will vary from those depicted in the marketing material which may not be representative of the particular finished suite the purchaser will buy;
- (d) any view depicted in the marketing material is not representative of the view from the particular suite the purchaser will buy; and
- (e) no furniture, artwork, light fittings, home automation devices or the like are included in the sale, unless stated otherwise in the Schedule of Finishes.

31A.7 Display suite

- (a) The vendor discloses that the display suite (which includes the models, samples, brochures and other information therein contained) inspected by the purchaser before entering into this contract is indicative only of the vendor's proposals in relation to the Development but, subject to any express provision in this contract to the contrary, do not impose any obligation on the vendor to effect those proposals. Without limiting any other rights of the vendor under this contract, the vendor discloses that there may be changes made to the Development as depicted in the display suite if the vendor considers it necessary or desirable to do so or because changes are required by the Council, NSW Land Registry Services or any other competent authority or person.
- (b) Without limiting the generality of clause 31A.7, the purchaser acknowledges and agrees that the display suite is indicative only and that individual suites will vary. The display suite is not representative of the particular finished suite purchaser will buy. The Schedule of Finishes in this contract sets out the extent of the inclusions. Therefore:
 - (i) no furniture, appliances, light fittings, artwork, home automation devices or the like are included in the sale, unless stated otherwise in the Schedule of Finishes; and
 - (ii) the display suite does not represent actual size, dimensions, layout or ceiling height of the suite purchased by the purchaser.

31A.8 Acknowledgment

The purchaser acknowledges that the vendor is entering into this contract in reliance of these warranties contained in this clause 31A, and the purchaser may not make any requisition or claim or delay completion of or rescind or terminate this contract, and hereby releases to the fullest extent permitted by law the vendor from all liability and loss of the purchaser arising from, and any claims, demands, costs, charges and expenses incurred by the purchaser, because of anything in connection with the matters specified in this clause 31A. This clause 31A.8 does not affect the vendor's obligations under clauses 46 and 47.

32. INCAPACITY AND INSOLVENCY

32.1 Rescission

Without negating, limiting or restricting any rights or remedies which would have been available to a party at law or in equity had this clause not been included:

7.

(a) **Incapacity**

If the party (including a Guarantor) being a natural person, dies or becomes mentally ill, the other party may rescind; or

(b) **Insolvency**

If a party (including a Guarantor) being a corporation, is wound up or resolves to be wound up or an administrator, receiver, official manager or other external controller is appointed to that party, that party is deemed to be in breach of an essential term of this contract.

33. REAL ESTATE AGENT

33.1 Warranty

The purchaser warrants to the vendor that it has not been introduced to the Property directly or indirectly through the services of or by any commission or real estate agent or other person other than the Vendor's Agent (if any).

33.2 Indemnity

The purchaser indemnifies the vendor against claims for commissions or other selling fee in respect of this sale made by any such person arising out of the breach of the warranty in sub-clause 33.1.

33.3 Benefit Continues

The effect of this clause 33 will continue despite Completion.

34. DISCHARGE OF ENCUMBRANCES

34.1 Discharge

On Completion, the vendor will give the purchaser a proper form of discharge of any financial encumbrance (other than a caveat lodged by the purchaser or claiming an interest through the purchaser) registered or noted on the title to the Property and to which this contract is not subject. The vendor will allow to the purchaser the registration fee payable on any discharge. The purchaser must not make any requisition requiring the registration of any discharge of encumbrance prior to Completion.

35. COMPLETION

35.1 Time for Completion

This contract must be completed by the later of:

- (a) 14 days after the vendor gives written notice to the purchaser of the registration of the Strata Plan;
- (b) 14 days after the vendor serves on the purchaser an occupation certificate within the meaning of the Environmental Planning and Assessment Act 1979 (being an interim occupation certificate or a final occupation certificate) in relation to the building, or part of the building, of which the lot in the Strata Plan the subject of this contract and access to that lot form part; and
- (c) 42 days after the date of this contract.

35.2 Time and Place

Completion must be effected by 3.00 pm on the Completion Date at a place within the Sydney CBD nominated by the vendor.

35.3 Notice to Complete

If either party is entitled to issue a notice to complete, that notice will be taken to be sufficient as to time if not less than 14 days is allowed to effect Completion. A party issuing a notice to complete may at its discretion:

- (a) withdraw the notice to complete without prejudicing that party's right to issue another notice to complete; and/or
- (b) extend the notice to complete.

35.4 Not used

35.6 Occupation certificate

The purchaser agrees the vendor is not required to serve on the purchaser the attachments referred to in the occupation certificate in order to comply with clause 35.1(b).

36. TRANSFER AND REQUISITIONS ON TITLE

36.1 Transfer

The purchaser must serve a form of transfer no later than 7 days after the date that the vendor notifies the purchaser in writing of the registration of the Strata Plan.

36.2 Requisitions and Replies

The purchaser agrees that:

- (a) the Requisitions on Title are the only form of general requisitions that it is entitled to make under clause 5 (although this does not limit the right of the purchaser to make further specific requisitions); and
- (b) the vendor will not be obliged to reply to those requisitions until after the Strata Plan is registered.

37. LATE COMPLETION

37.1 Application

If the purchaser does not complete this contract on or before the Completion Date, the following provisions of this clause 37 apply.

37.2 Interest

The purchaser must pay the vendor, in addition to the balance of the purchase money, interest on that balance at the Interest Rate from and including the Completion Date to but excluding the day of Completion calculated at daily rests.

37.3 Time of the Essence

It is an essential term of this contract that interest under this clause must be paid on Completion and in this respect time is of the essence.

37.4 Vendor Breach

The purchaser need not pay interest under this clause if the failure to complete on the Completion Date is caused solely by the vendor.

37.5 Liquidated Damages

The parties agree that interest calculated at the Interest Rate represents a reasonable pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of Completion not taking place on the Completion Date.

37.6 Adjustment Date

If the purchaser does not complete this contract on or before the Completion Date and the failure to complete on the Completion Date is not caused solely by the vendor, the adjustment date will be no later than the Completion Date.

37.7 Costs for Notice to Complete

If the Vendor serves a notice to complete on the Purchaser, on Completion as a condition of Completion, the Purchaser must pay the sum of \$300 + GST as a contribution towards the Vendor's legal costs in relation to the preparation and service of the notice to complete.

38. ADJUSTMENTS**38.1 Council and Water Rates and Land Tax**

For the purposes of clause 14, adjustments of council and water rates and land tax will be made in the following manner:

(a) Basis of Adjustment

If on Completion, separate assessments for one or more of council rates, water rates or land tax in respect of the Property have not issued, then adjustments must take place between the parties on a paid basis using the following amounts corresponding to the unit and lot in the following table:

Unit/Lot No.	Land Tax pa	Council pa	Water pq
1	\$2,900	\$1,180	\$200
2	\$3,900	\$1,600	\$200
3	\$3,500	\$1,440	\$200
4	\$2,200	\$930	\$200
5	\$2,200	\$930	\$200
6	\$2,200	\$930	\$200
7	\$2,300	\$940	\$200
8	\$1,200	\$500	\$200
9	\$1,200	\$500	\$200
10	\$1,200	\$500	\$200
11	\$1,200	\$480	\$200

10.

12	\$2,600	\$1,080	\$200
13	\$2,300	\$940	\$200
14	\$2,300	\$940	\$200
15	\$2,300	\$940	\$200
16	\$2,300	\$940	\$200
17	\$2,300	\$940	\$200
18	\$1,900	\$780	\$200
19	\$1,900	\$780	\$200
20	\$1,900	\$790	\$200
21	\$2,400	\$990	\$200
22	\$1,300	\$520	\$200
23	\$1,300	\$540	\$200
24	\$1,500	\$630	\$200
25	\$1,600	\$670	\$200
26	\$2,300	\$940	\$200

(b) **Payment**

The purchaser must pay its proportion of the amounts specified in subclause (a) to the vendor on Completion.

(c) **Subsequent Assessment**

No regard will be had to actual assessments issued after Completion.

(d) **Vendor Obligation**

If an adjustment is to be made under this clause, the vendor must:

- (i) on or before Completion, pay the then current instalment of council and water rates and land tax issued in respect of any land that includes the Property; and
- (ii) when it issues, pay any assessment for council and water rates and land tax which may be issued in respect of the Property for the year (in regard to Council rates and land tax) or quarter current (in regard to water rates) at the date of Completion or any part of that year or quarter (as the case may be).

38.2 Strata Levies

The vendor and the purchaser must adjust a regular periodic contribution to the administrative fund and sinking fund of the Strata Scheme and any regular payment under a By-Law. Otherwise:

- (a) the vendor is liable for any special contribution levied by the Owners Corporation:
 - (i) if the contribution is levied before Completion; or
 - (ii) if the contribution is levied after Completion, to the extent that the Contribution relates to:
 - (A) money borrowed by the Owners Corporation before Completion is effected;

11.

- (B) work started by the Owners Corporation before Completion is effected;
or
 - (C) an obligation of the Owners Corporation to any competent authority existing as at Completion; and
- (b) the vendor and the purchaser must adjust on a unit entitlement basis any Normal Expenses of the Owners Corporation paid by the vendor on behalf of the Owners Corporation (including, for example, insurance premiums of insurances effected by the Owners Corporation) which have not been reimbursed to the vendor as at Completion.

39. SELLING ACTIVITIES

39.1 Persons Authorised

Before and after Completion, the vendor and persons authorised by the vendor may conduct in relation to a lot in the Strata Plan selling and leasing activities in the Building and for this purpose will be entitled to place keep and maintain on Common Property (but not on the Property) sale signs and insignia and any stall, office or facility for salesmen as the vendor in its absolute discretion thinks fit. The vendor may on registration of the Strata Plan create a by-law authorising this. This clause 39 does not merge on Completion.

40. BANK GUARANTEE

40.1 Application

This clause 40 applies if the vendor has accepted a bank guarantee in the place of the deposit or as any part of the deposit. Nothing in this clause 40 implies that the vendor will accept a bank guarantee in the place of the deposit or as any part of the deposit.

40.2 Vendor acceptance

If the vendor has agreed to accept a bank guarantee in the place of the deposit or of any part of the deposit, the bank guarantee must not specify an expiry date and:

- (a) the purchaser must deliver a bank guarantee on terms acceptable to the vendor on or before the date of this contract and in that case this clause 40 applies.
- (b) On completion the purchaser must pay to the vendor by settlement cheque the amount of the deposit.
- (c) If the vendor lawfully gives the purchaser a notice in writing claiming forfeiture of the deposit under this contract, then the purchaser must pay to the vendor within two business days of receiving that notice the amount of the deposit.
- (d) If the purchaser does not comply with clause 40.2(b) or clause 40.2(c):
 - (i) the purchaser is immediately, without notice, in breach of an essential obligation under this contract; and
 - (ii) the vendor may demand payment from the issuer of the bank guarantee of the lesser of the amount stipulated in the bank guarantee and:
 - (A) the amount payable by the purchaser under clause 40.2(b) if the purchaser has not complied with clause 40.2(b); or

- (B) the amount payable by the purchaser under clause 40.2(c) if the purchaser has not complied with clause 40.2(c).
- (e) If the vendor terminates this contract because the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor may demand payment from the issuer of the bank guarantee.

40.3 Replacement

If the vendor agrees to accept a bank guarantee with an expiry date (and nothing in this clause implies that the vendor will accept a bank guarantee with an expiry date), the purchaser must, if Completion has not taken place at least four months before that expiry date, promptly serve a replacement bank guarantee on the same terms and conditions as the bank guarantee except that the bank guarantee must expire at least 18 months after the expiry date of the bank guarantee being replaced.

40.4 Call

If the purchaser has not replaced the bank guarantee when required in accordance with clause 40.3, the vendor may call on the bank guarantee at any time after the date being three months' before the expiry date of the bank guarantee (with time of the essence) and hold the proceeds of the bank guarantee as a cash deposit for the purposes of this contract.

40.5 Essential

The obligations of the purchaser under this clause 40 are essential.

41. SUBSTATION

41.1 Acknowledgment

The vendor discloses to the purchaser that the vendor does not believe an electricity substation is required for the Development. However, if an electricity substation is required for the Development, the purchaser acknowledges that the appropriate authority may require an electricity substation and associated rights of way ("**Substation**") to be constructed and created on the Land and may require land to be dedicated or either or both a lease and an easement to be granted to that authority by the vendor, the Owner's Corporation or one or more of the owners of lots in the Strata Scheme.

41.2 No Requisition

Subject to any express provision in this contract to the contrary, the purchaser must not:

- (a) make any claim or requisition, delay Completion, withhold purchase money or rescind or terminate this contract because of the Substation or any proposed dedication, easement or lease; or
- (b) after Completion do any act or thing which might prevent the building of the Substation, a dedication or the creation of any proposed easement or lease.

42. GUARANTEE AND INDEMNITY**42.1 Application**

If the purchaser is a company (including a company which is the trustee of a trust), the purchaser must on the making of this contract (and in this regard time is essential) cause the directors of the purchaser to give the guarantee and indemnity in this clause 42. The vendor is irrevocably authorised to write the names and addresses of the directors of the purchaser as Guarantor on the cover sheet.

42.2 Consideration

The Guarantor:

- (a) gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract; and
- (b) acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the vendor including the agreement of the vendor to enter into this contract.

42.3 Guarantee

The Guarantor unconditionally and irrevocably guarantees payment to the vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.

42.4 Money

If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the Guarantor agrees to pay the Guaranteed Money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

42.5 Obligations

If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the Guarantor agrees to perform the Guaranteed Obligations on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

42.6 Indemnity

As a separate undertaking, the Guarantor indemnifies the vendor against:

- (a) all liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guaranteed Money not being recoverable from the Guarantor under clauses 42.3 and 42.4 or from the purchaser because of any circumstances whatsoever; and
- (b) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatsoever.

42.7 Continuing Nature

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

42.8 Principal Obligations

The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:

- (a) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser; or
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
- (c) any variation or novation of a right of the vendor, or alteration of this contract or a document, in respect of the purchaser.

42.9 No Claims

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the vendor:

- (a) make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the purchaser or its property; or
- (b) prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

42.10 Warranty

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

42.11 Essential Clause

This additional clause 42 is an essential clause.

43. DOCUMENTS AND PLANS**43.1 Disclosure in Documents**

By entering into this contract, the vendor is taken to have disclosed and the purchaser is taken to have acknowledged the contents and effect of any document or plan which is annexed to this contract.

43.2 Differences between Documents

Subject to any express provision in this contract to the contrary, the purchaser may not make any claim or requisition, delay Completion, withhold purchase money or rescind or terminate this contract because there is a difference between the draft of a document or plan which is annexed to this contract ("**Draft Document**") and the corresponding document or plan after it has been registered or brought into existence.

43.3 Replacement or Creation of Documents

If the vendor:

- (a) alters a Draft Document it may, before Completion, serve a copy of the replacement on the purchaser. From and including the day of service, the replacement will be taken to be the annexure to this contract instead of the document or plan it replaced; or
- (b) creates a document or plan contemplated under this contract, it may, prior to Completion, serve a copy of that document or plan on the purchaser.

43.4 No obligation

The vendor is not obliged to provide copies of registered documents to the purchaser.

44. DISPUTE RESOLUTION

44.1 Procedure

If a clause of this contract provides for dispute resolution, then neither party will be entitled to commence any proceedings or arbitration unless the dispute has been dealt in the following way.

44.2 Notice

If:

- (a) a party has given the other party notice and reasonable particulars of a dispute; and
- (b) the parties are unable in good faith to settle the dispute within 7 days afterwards,

then the parties (or either of them) may refer the dispute to a mutually agreed expert. If the parties cannot agree, the expert will, at the request of either party, be appointed by the President for the time being of the Law Society of New South Wales. The person appointed by agreement or otherwise, is to act as an expert and not as an arbitrator and must be experienced in dealing with matters which are the subject of the dispute.

44.3 Submissions

Both parties are entitled to make written submissions to the expert. They must give copies of the submissions to the other.

44.4 Decision Binding

The experts decision will be final and binding on the parties. The expert's costs will be borne by the parties in equal shares.

44.5 Waiver

If the purchaser has not given the vendor notice and reasonable particulars of a dispute within three months of Completion the purchaser is deemed to have waived its claim the subject of the dispute.

45. VENDOR DISCLOSURES REGARDING DEVELOPMENT

45.1 Disclosure

- (a) In this clause 45 the vendor discloses general information to the purchaser regarding the Development and other matters (in this contract called "**Vendor Disclosures**").
- (b) The purchaser acknowledges that the Vendor Disclosures were made prior to completion of construction of the Building.
- (c) The Vendor Disclosures reflect the vendor's current proposals in relation to the Development but, subject to any express provision in this contract to the contrary, do not impose any obligation on the vendor to effect those proposals. There may be changes made to the Vendor Disclosures if the vendor considers it necessary or desirable to do so or because changes are required by the Council, the Land & Property Information NSW or any other competent authority or person.

45.2 Scope of Strata Plans

The vendor discloses:

- (a) the number, configuration, size, area, dimensions and location of the lots and Common Property in the Strata Plan will be determined by the vendor in its sole discretion and may change from the number, configuration, size, area, dimensions and location shown in the draft Strata Plans attached to this contract;
- (b) the boundaries of the lots and Common Property in the Strata Plan will be determined by the vendor in its sole discretion and may change from that shown in the draft Strata Plan attached to this contract due to a variety of matters including:
 - (i) dedications required to any public authority;
 - (ii) boundary adjustments;
 - (ii) encroachments; and
 - (iv) other requirements of the Council, NSW Land Registry Services and other public authorities.

45.3 Changes

The vendor:

- (a) may seek changes to the Development Approval and the Building Approval which it considers necessary or desirable in its sole opinion; and
- (b) may make changes to any one or more of the Development Approval and the Building Approval which are required by the Council or any competent authority or person.

45.4 Building heights

The vendor discloses that the height of and the number of levels in buildings on land adjoining the Land may increase or reduce from the heights of and the number of levels in buildings on

land adjoining the Land shown in any marketing material and inspected by the purchaser before entering into this contract, and that changes in the height of and the number of levels in the buildings on land adjoining the Land may alter the view from the property.

45.5 Retail Shops

The vendor discloses that the Development is a mixed use development and may comprise some retail uses at the sole discretion of the vendor.

45.6 Estimated strata levies

The vendor discloses that any disclosures made to the purchaser before entering into this contract about strata levies were estimates only and that the strata levies to be levied at the time of creation of the Strata Scheme may change.

45.7 Building name

The vendor reserves the right to name the Building and change the name of the Building from that previously represented.

45.8 Services and service providers

The vendor discloses that:

- (a) arrangements with service providers for the provision of services to the Development have not been concluded as at the date of this contract;
- (b) the vendor may be required to enter into arrangements with service providers including, but not limited to, easements, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits;
- (c) the vendor may be required to procure the Owners Corporation to enter into arrangements with service providers for the provision of services or assume obligations under agreements in relation to those arrangements (between the vendor and service providers) including, without limiting the generality of the foregoing, arrangements with companies in the business of on-selling electricity or other energy in multi-unit developments (usually referred to as an embedded electricity network or embedded energy network) or an embedded hot water service or network; and
- (d) it may be necessary to make changes to the documents attached to this contract to meet the requirements of service providers.

45.9 Not used

45.10 No Requisition

Subject to any express provision in this contract to the contrary, the purchaser must not make any claim or requisition, delay Completion, withhold purchase money or rescind or terminate this contract because:

- (a) of any Vendor Disclosures or because of anything arising out of the Vendor Disclosures or the matters the existence of which is disclosed in this clause 45;
- (b) any Vendor Disclosures are or are not implemented;
- (c) Vendor Disclosures are incorporated into documents referred to in this contract; or

- (d) the vendor considers it necessary or desirable to effect changes to matters or things contained in the Vendor Disclosures or those changes are required of the vendor by the Council or NSW Land Registry Services or any other relevant authority or person.

45.11 No merger

The provisions of this clause 45 do not merge on Completion.

46. BUILDING

46.1 Building Works

The vendor must procure and cause the Building Works to be carried out in a proper and workmanlike manner as expeditiously as reasonably possible and generally in accordance with the Development Approval and Building Approval. The issue of an occupation certificate within the meaning of the Environmental Planning and Assessment Act 1979 (being an interim occupation certificate or a final occupation certificate) in relation to the building, or part of the building, of which the lot in the Strata Plan the subject of this contract and access to that lot form part is conclusive evidence that the vendor has complied with its obligations under this clause.

47. FINISHES

47.1 Installation

Prior to the Completion Date, the vendor will, subject to clause 47.2, cause the items specified in the Schedule of Finishes to be finished and installed in the Property in a proper and workmanlike manner and substantially in accordance with the Schedule of Finishes.

47.2 Alteration of Finishes

The vendor may alter or substitute any finish or item specified in the Schedule of Finishes to another finish or item provided that it is of comparable or better quality.

47.3 Manuals and Instruction Booklets

- (a) Subject to clause 47.3(b), on Completion, the vendor will give the purchaser all manuals, instruction booklets, warranties, guarantees and other similar documents which the vendor has in its possession which relate to equipment, furnishings and chattels situated in the Property. The vendor may satisfy its obligations under this clause by leaving the manuals, instruction booklets, warranties and guarantees and other similar documents at the Property.
- (b) The vendor will give the Owners Corporation all manuals, instruction booklets, warranties, guarantees and other similar documents which the vendor has in its possession which relate to equipment, furnishings and chattels situated on Common Property.

47.4 Dispute

If a dispute arises in connection with clause 47.2, clause 44 will apply, but the purchaser must not otherwise make any requisition, delay Completion, withhold purchase money or rescind or terminate this contract.

48. STRATA PLAN

48.1 Lodge Plan

- (a) The vendor must use reasonable endeavours to have the Strata Plan registered pursuant to the provisions of the Strata Schemes Development Act 2015 as soon as reasonably possible.
- (b) The purchaser acknowledges that the draft Strata Plan annexed to this contract may or may not show the location or area of any car spaces included in the Property. The vendor in its sole discretion reserves the right to determine the location and area of any car spaces included in the Property (including changing the location and area of any car spaces included in the Property from the location and area shown on the Strata Plan annexed to this contract), and the purchaser must not make any requisition, delay Completion, withhold purchase money or rescind or terminate this contract.
- (c) The purchaser acknowledges that the draft Strata Plan annexed to this contract may or may not show the location or area of any storage included in the Property. The vendor in its sole discretion reserves the right to determine the location and area of any storage included in the Property (including changing the location and area of any storage included in the Property from the location and area shown on the Strata Plan annexed to this contract), and the purchaser must not make any requisition, delay Completion, withhold purchase money or rescind or terminate this contract.

48.2 Completion Conditional

Completion is subject to and conditional on registration of the Strata Plan. If registration has not been effected on or before the Plan Registration Date (or within a further period as the parties agree in writing) then (subject to clause 48.3), either party may rescind. However, if the Strata Plan is registered after the Plan Registration Date but prior to either party exercising its right to rescind, then neither party will be entitled to rescind under this sub-clause.

48.3 Delay

- (a) The vendor may from time to time extend the Plan Registration Date by the number of days that the vendor is delayed in completing the Building Works or causing registration of the Strata Plan by reason of any matter or thing including:
 - (i) industrial conditions;
 - (ii) inclement weather;
 - (iii) latent conditions of the Land;
 - (iv) repudiation or abandonment by a contractor;
 - (v) changes in the law;
 - (vii) directions by or the requirements of any of the Council or any other competent authority or person;
 - (viii) delays in obtaining any approval or consent required for registration of the Strata Plan;

- (ix) delays in obtaining any approval or consent required in relation to the Building including (without limiting the generality), approval for occupancy and use for the intended purposes;
- (x) extensions granted under the Building Contract;
- (xi) termination or repudiation of the Building Contract or abandonment by the builder under the Building Contract;
- (xii) a Covid-19 Event; and
- (xiii) any matter or thing beyond the control of the vendor.

The Superintendent, acting as an expert, will determine whether the vendor is entitled to extend the Plan Registration Date from time to time pursuant to this clause and that determination will be final and binding.

- (b) The vendor may, by written notice to the purchaser given any time before the rescission of this contract, extend the Plan Registration Date by one year after the original Plan Registration Date. For clarity, the one year extension under this clause 48.3(b) is to be added to (and is not concurrent with) any other extensions to the Plan Registration Date permitted pursuant to clause 48.3(a).

48.4 Insurances

On registration of the Strata Plan, the vendor must cause the Owners Corporation to effect insurances required by the Act.

48.5 Variation of Plan

The vendor reserves the right, prior to registration, to vary or amend the Strata Plan. Subject to clause 48.6, the purchaser must not make any claim or requisition, delay Completion, withhold purchase money or rescind or terminate this contract because of:

- (a) any alteration in the total number or numbering of lots in the Strata Plan;
- (b) any alteration in the position of lots in the Strata Plan (other than the lot or lots comprising the Property, but subject to clauses 48.1(b) and (c) and 48.7(c), (d) and (e)) or Common Property;
- (c) any variation or discrepancy between the area and dimensions of the Property, other lots in the Strata Plan or Common Property;
- (d) the combining or consolidation of lots in the Strata Plan (excluding the Property, but subject to clauses 48.1(b) and (c) and 48.7(c), (d) and (e)) by the vendor or the purchaser of those lots;
- (e) any determination of or variation to the unit entitlement of the Property and aggregate unit entitlement of the Strata Scheme;
- (f) the combining or consolidation of any lots forming the Property into one lot;
- (g) the location and area of any car spaces included in the Property;
- (h) the location and area of any storage included in the Property; and

- (i) any storage included in the Property is created by a Common Property Rights By-Law on terms and conditions (instead of being on title as part of the lot).

48.6 Right of Rescission

Subject to clauses 48.8 and 48.14, if there is any variation or discrepancy in the Property or the Common Property as shown on the Strata Plan and that plan as amended under clause 48.5 or as registered which is not disclosed in this Contract, in a way which materially adversely affects the Property and is not minor, the purchaser may rescind.

48.7 What is Minor

A variation or discrepancy between the Strata Plan annexed to this contract and that plan as amended or registered is minor if:

- (a) for lots shown in the draft Strata Plan (excluding any car space or storage included in the Property) with an area of less than 60 square metres, the area of the suite which forms part of the Property is reduced by 3 square metres or less from that shown in the draft of the Strata Plan annexed to this contract;
- (b) for lots shown in the draft Strata Plan (excluding any car space or storage included in the Property) with an area of 60 square metres or more, the area of the suite which forms part of the Property is reduced by 5% or less from that shown in the draft of the Strata Plan annexed to this contract;
- (c) the area of Common Property varies;
- (d) the location of any car space or storage included in the Property is moved from where it is shown on the draft of the Strata Plan annexed to this contract; and/or
- (e) there is any variation in the area of the car space or storage included in the Property, whether or not the draft of the Strata Plan annexed to this contract shows the area of the car space or storage.

48.8 Exercise of Rights

The right of rescission conferred by clause 48.6:

- (a) must be exercised within seven days of that right arising (time being of the essence); and
- (b) arises on the earlier of:
 - (i) the date the vendor serves a replacement draft Strata Plan on the purchaser under clause 43.3(a); and
 - (ii) the date the vendor gives written notice to the purchaser of the registration of the Strata Plan; and
- (c) does not entitle the purchaser to make any claim for damages, costs or expenses.

48.9 Compliance with Notices

Clause 11 does not apply to any notice with which the Owners Corporation must comply.

48.10 Section 22 Notice

The purchaser must submit with the transfer tendered under clause 4, a notice in duplicate under Section 22 of the Act signed by the purchaser. The vendor must sign both copies of the notice and, on Completion, date them. The vendor must give one copy of the notice to the Owners Corporation and the other copy to the purchaser.

48.11 Section 184 Certificate

The vendor will provide the purchaser with a certificate under Section 184 of the Act. The purchaser must pay the fee for that certificate as an adjustment on Completion.

48.12 Inspection of Records

The vendor authorises the purchaser to inspect the records of the Owners Corporation under Section 182 of the Act prior to Completion.

48.13 Strata Manager

Except to the extent prohibited by law, the vendor may procure the Owner's Corporation to appoint a strata managing agent for the Strata Plan.

48.14 Unit entitlement

Despite anything in this contract to the contrary:

- (a) The purchaser acknowledges and agrees that the unit entitlement of the Property if shown on the Strata Plan is an estimate only;
- (b) The purchaser acknowledges and agrees that the aggregate unit entitlement for the Strata Scheme if shown on the Strata Plan is an estimate only;
- (c) The purchaser acknowledges and agrees that the unit entitlement for the Property and the aggregate unit entitlement for the Strata Scheme must be determined in accordance with the requirements of the Strata Schemes Development Act 2015 (NSW) and the regulations thereunder based on a valuer's certificate (within the meaning of the Strata Schemes Development Act 2015 (NSW) and the regulations thereunder);
- (d) The purchaser acknowledges that the valuer's certificate necessary to determine the unit entitlement for the Property and the aggregate unit entitlement for the Strata

Scheme cannot be obtained until the valuation day (within the meaning of the Strata Schemes Development Act 2015 (NSW) and the regulations thereunder);

- (e) The purchaser agrees to accept as the unit entitlement of the Property the unit entitlement of the Property as shown on the Strata Plan as registered;
- (f) The purchaser agrees to accept as the aggregate unit entitlement for the Strata Scheme the aggregate unit entitlement as shown on the Strata Plan as registered; and
- (g) The purchaser must not make any claim or requisition, delay Completion, withhold purchase money or rescind or terminate the contract because of:
 - (i) the unit entitlement of the Property as shown on the Strata Plan as registered; and/or
 - (ii) any variation or discrepancy between the estimated unit entitlement of the Property if shown on the Strata Plan and the unit entitlement of the Property shown on the Strata Plan as registered; and/or
 - (iii) the aggregate unit entitlement for the Strata Scheme as shown on the Strata Plan as registered; and/or
 - (iv) a variation or discrepancy between the estimated aggregate unit entitlement if shown on the Strata Plan and the aggregate unit entitlement shown on the Strata Plan as registered.

49. DELAY BY PURCHASER

49.1 Caveat or Security

The purchaser must not do or permit any act, matter or thing which will in any way prevent or delay the registration of the Development Documents including:

- (a) permitting the registration of a caveat; or
- (b) granting or creating any security, mortgage or charge which is registered, on the title to the Land.

49.2 Attorney

For the purpose of withdrawing any caveat referred to in clause 49.1(a), the purchaser appoints the vendor or any of its officers, as its attorney to sign a withdrawal of that caveat.

50. EASEMENTS, ETC.

50.1 Easements not Created

The purchaser acknowledges that in respect of the Land, the vendor has not yet:

- (a) created or release any necessary easements, covenants or restrictions as to user;
- (b) finalised the position and nature of services and installations including water, electricity, gas, sewers and drainage;
- (c) entered into leases, agreements and arrangements;

- (d) granted rights and privileges; or
- (e) dedicated any land,

which may be necessary or desirable for the purposes of or to give proper effect to the Development, the Vendor Disclosures, a stratum plan, the Strata Plan or a strata management statement or which are required by the Council or any other competent authority or person ("**Vendor Grants**").

50.2 No Requisition

The purchaser must not make any claim or requisition, delay Completion, withhold purchase money or rescind or terminate this contract because of the Vendor Grants effected or created before or after Completion.

50.3 No merger

The provisions of this clause 50 do not merge on completion.

51. RESTRICTION ON USE

51.1 No Requisition

The purchaser must not make any claim or requisition, delay Completion, withhold purchase money or rescind or terminate this contract if the Council in its approval of the Strata Plan requires qualification of any certificate of title issued by attaching a condition restricting the use of any utility lot.

52. BUILDING DEFECTS

52.1 Rectification

The vendor must procure the rectification of any Faults of which notice is given by the purchaser to the vendor within the Defects Liability Period in the manner specified in clause 52.3.

52.2 Minor Defects Excluded

The vendor will not be required to rectify Faults which are:

- (a) minor settlement cracks;
- (b) caused by fair wear and tear;
- (c) caused by the purchaser, its employees, agents, contractors or invitees; or
- (d) not notified within the Defects Liability Period.

52.3 Notice of Faults

- (a) The purchaser must not serve notice of Faults (other than Special Defects) before Completion.
- (b) The purchaser agrees that any Faults in the Common Property are to be notified by the strata managing agent for the Strata Plan serving on the Vendor's project manager for the construction of the Building from time to time (and not by the purchaser).

52.4 Time

The vendor will procure rectification of Faults within a reasonable time after the expiration of the Defects Liability Period and in accordance with a management program determined by the vendor.

52.5 No Rectification prior to Completion

The purchaser cannot require the vendor to rectify any Faults (except for Special Defects) prior to Completion or make any claim or requisition, delay Completion, withhold purchase money or rescind or terminate this contract due to or arising from Faults.

52.6 Dispute

Any dispute as to what constitutes Faults, must be resolved under clause 44.

52.7 Release

- (a) To the fullest extent permitted by law, the purchaser releases the vendor from any claims or demands in respect of Faults, notice of which is not given within the Defects Liability Period.
- (b) Any repeated failure by the purchaser or the Owners Corporation to give the vendor, the vendor's builder named in the Building Contract and their employees and contractors access to the Property and Common Property for the purpose of rectifying the Faults releases the vendor from its obligations to procure rectification of Faults under this clause 52.

53. BY-LAWS

53.1 By-Laws

The vendor intends to create the By-Laws on registration of the Strata Plan and may need to create additional by-laws before and after Completion which may be necessary or desirable for the purposes of or to give proper effect to the Development, the Vendor Disclosures, the Strata Plan or which are required by the Council or any other competent authority or person.

53.2 Alterations

Prior to registration, the vendor may make alterations to the By-Laws which the vendor considers necessary or desirable for the purposes of the Development or the Strata Plan including, but subject to the Act, the granting of Common Property Rights By-Laws (including in respect of any storage included in the Property) on terms and conditions.

53.3 No Requisition

The purchaser must not make any claim or requisition, delay Completion, withhold purchase money or rescind or terminate this contract because of the substance or creation of the By-Laws or because the vendor makes alterations to them under clause 53.2 or because the vendor created additional by-laws before or after Completion.

53.4 No merger

The provisions of this clause 53 do not merge on completion.

54. SPECIFIED EVENTS

54.1 Consent

The purchaser irrevocably consents to the vendor implementing or giving effect to any of the Specified Events.

54.2 Voting

If required by the vendor, the purchaser must:

- (a) vote in favour of any motion and use all reasonable endeavours to ensure that an enrolled mortgagee of the Property votes in favour of any motion for a resolution of the Owners Corporation to implement or give effect to any of the Specified Events; and
- (b) vote against any motion and use all reasonable endeavours to ensure that an enrolled mortgagee of the Property votes against any motion for a resolution of the Owners Corporation which, if passed, would delay or prevent the implementation or the giving effect to any of the Specified Events or the vendor's exercise of rights in relation to the Specified Events.

54.3 Transferee

If any of the Specified Events have not taken effect, the purchaser must ensure that a transferee of the Property from the purchaser covenants to observe the purchaser's obligations under this clause in a form that the vendor reasonably requires and must also use all reasonable endeavours to ensure that any enrolled mortgagee of the Property complies with this clause.

54.4 No Obstruction

The purchaser must not:

- (a) do anything which would prevent the purchaser acting in the manner required under clauses 54.1 and 54.2;
- (b) do anything, including making an application to the strata schemes board or an adjudicator appointed under the Act or commencing any proceedings in a court which may delay or prevent the implementation of or the giving effect to the Specified Events or the vendor's exercise of rights in relation to the Specified Events; or
- (c) procure or request any person to do anything which may delay or prevent the implementation of or the giving effect to any of the Specified Events or the vendor's exercise of rights in relation to the Specified Events.

54.5 No merger

The provisions of this clause 54 do not merge on completion.

55. DEPRECIATION

55.1 Estimate

- (a) The vendor discloses that any disclosures made to the purchaser before entering into this contract about capital allowances, depreciation and associated tax deductions under the Income Tax Assessment Act 1997 (C'th) were provided by a third party and were estimates only (**estimate schedule**) and cannot be finalised until the finalisation of the accounting in relation to the Development.

- (b) The purchaser agrees that the vendor is not required to provide the purchaser with a final schedule of capital allowances, depreciation and associated tax deductions under the Income Tax Assessment Act 1997 (C'th) (**final schedule**), and that if the purchaser requires a final schedule the purchaser must at its cost commission the final schedule direct from Napier Blakely and arrange payment direct to Napier Blakely.

55.2 Warranties

The vendor makes no representation or warranty with or to the purchaser in connection with:

- (a) the deductibility of depreciable amounts from the assessable income of the purchaser or its successors, transferees or assignees in title;
- (b) the completeness or accuracy of the estimate schedule and/or the final schedule; and/or
- (c) that the relevant tax legislation will not change in a manner which will adversely affect the purchaser.

55.3 No requisition or merger

The purchaser must not make any claim or requisition, delay Completion, withhold purchase money or rescind or terminate this contract because anything arising out of the matters disclosed in this clause 55. This clause 55 does not merge on Completion.

56. ASSIGNMENT

- 56.1** The purchaser must not assign its rights under this contract without first obtaining the prior written consent of the vendor.
- 56.2** The purchaser must not assign its obligations under this contract.
- 56.3** The vendor may at its discretion mortgage or grant a charge over the Land and this contract or assign its rights under this contract without the need to obtain the consent of the purchaser.
- 56.4**
 - (a) The vendor may at its discretion and without the need to obtain the consent of the purchaser assign its obligations under this contract, provided the vendor procures and delivers to the purchaser a covenant in the form of a deed poll in favour of the purchaser by the assignee for the performance by the assignee of all of the vendor's covenants and obligations contained in and remaining to be performed by the vendor under this contract.
 - (b) Subject to the vendor procuring and delivering to the purchaser the covenant in the form of a deed poll abovementioned in clause 56.4(a), the purchaser releases the vendor from the performance by the vendor of its covenants and obligations contained in this contract and arising to be performed by the vendor after the date of the assignment.
- 56.5** If required by the vendor, the purchaser agrees to sign and deliver to the vendor a covenant in the form of a deed poll in favour of an assignee of the vendor for the performance by the purchaser of all of the purchaser's covenants and obligations contained in and remaining to be performed by the purchaser under this contract. The purchaser must sign and return the deed poll to the vendor within five business days after the vendor serves the deed poll on the purchaser.
- 56.6** The purchaser must not, until after Completion, whether by a written or broadcast advertisement or otherwise, and whether on or off market:

28.

- (a) indicate that the Property is for sale or is to be auctioned at any future time, or
- (b) offer or accept offers to sell the Property, or
- (c) invite an offer to purchase the Property, or
- (d) offer to grant an option to purchase the Property, or
- (e) invite an offer to take an option to purchase the Property.

56.7 The provisions of this clause 56 do not merge on completion.

57. PRIVACY STATEMENT

- (a) Personal Information given by the purchaser to the vendor will be handled by the vendor in accordance with the Australian Privacy Principles ("APPs") as set out in the Privacy Act 1988 (Cth). The vendor:
 - (i) requires the Personal Information set out in this contract for the purpose of entering into this contract with the purchaser, to fulfil purposes associated with this contract and marketing purposes;
 - (ii) may disclose Personal Information to related companies and other organisations with which the vendor is affiliated which may use and disclose Personal Information for marketing purposes;
 - (iii) may disclose Personal Information to other third parties including professional advisers, printing houses, insurers, marketing agents and the Owners Corporation;
 - (iv) will allow access to Personal Information in accordance with the APPs; and
 - (v) will not be able to enter into this contract with the purchaser unless the Personal Information required to be supplied with this contract is supplied.
- (b) In this clause 60, Privacy Information has the meaning given in the Privacy Act 1988 (C'th).

58. TRUSTEE - PURCHASER

If the purchaser enters this contract as trustee of a trust, whether disclosed or undisclosed, the purchaser will be liable under this contract in its own right and as trustee of the trust. Nothing releases the purchaser from any liability in its personal capacity. The purchaser warrants that at the date of this Contract:

- (a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the purchaser as trustee and have not been varied or revoked and the trust is a valid and subsiding trust;
- (b) the purchaser is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this contract on behalf of the trust and that this contract is being entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust; and
- (c) no restriction on the purchaser's right of indemnity out of or lien over the trust's

assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

59. TRUSTEE - VENDOR

- (a) Each of the vendors enter into this contract solely in their capacity as trustee of the corresponding trust specified on the cover page of this contract.
- (b) The vendor warrants that at the date of this contract:
 - (i) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the vendor as trustee and have not been varied or revoked and the trust is a valid and subsiding trust;
 - (ii) each of the vendors is the sole trustee of the corresponding trust specified on the cover page of this contract and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this contract on behalf of the trust and that this contract is being entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust; and
 - (iii) no restriction on the vendor's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.
- (c) The purchaser agrees that the vendors:
 - (i) are only liable under this contract solely in their capacity as trustee of the corresponding trust specified on the cover page of this contract;
 - (ii) are not personally liable under this contract and incur no personal liability in relation to the sale of the Property for any reason whatsoever; and
 - (iii) any liability is limited to their right to be indemnified out of the assets of the corresponding trust specified on the cover page of this contract.

60. GOODS AND SERVICES TAX

- (a) This clause 60 applies despite anything in this contract to the contrary.
- (b) The Consideration payable by the purchaser is exclusive of GST.
- (c) In addition to the Consideration, the purchaser must pay the vendor the GST payable in respect of the supply under this contract at the same time and in the same manner as the Consideration is payable.
- (d) The vendor must deliver to the purchaser on completion a tax invoice.
- (e) In this clause 60, "Consideration" means any part of the price and any other money payable pursuant to this contract (other than this clause 60).

60. DEPOSIT

- (a) The purchaser agrees that the deposit means an amount equivalent to 10% of the price plus GST and is payable on or before the making of this contract.

30.

- (b) The purchaser agrees that it is not entitled to a tax invoice for the deposit until the first to occur of:
 - (i) completion of the contract; and
 - (ii) five business days after the termination of this contract by the vendor because of a breach of this contract by the purchaser in an essential respect.

DICTIONARY

In this contract unless the context otherwise requires:

"**Act**" means the Strata Schemes Management Act, 2015.

"**Building**" means the building which is proposed to be constructed on the Land as part of the Development and which will comprise the Strata Scheme and to be known as by the name or names chosen by the Vendor in its sole discretion.

"**Building Approval**" means the Construction Certificate issued or to be issued by the Council (including all variations and modifications) for the carrying out of the Building Works.

"**Building Contract**" means the building contract entered into by the vendor for the construction of the Building.

"**Building Works**" means the construction work necessary to construct the Building.

"**By-Laws**" means by-laws to be created on registration of the Strata Plan, a draft of which is **Annexure "3"**.

"**Common Property**" means that part of the Parcel which is not comprised in any lot in the Strata Scheme.

"**Common Property Rights By-Law**" means by-laws granting owners of lots in the Strata Plan exclusive use and enjoyment of and special privileges in respect of Common Property according to Division 3 Part 7 of the Management Act.

"**Completion**" means the date the parties complete the purchase and sale of the Property, whether on the Completion Date or otherwise.

"**Completion Date**" means the date fixed for completion under clause 35.

"**Contamination**" includes any contamination, pollutant, toxin, chemical waste, asbestos or other dangerous or hazardous substances.

"**Council**" means Inner West Council or such other council which subsequently has jurisdiction over the Land and includes a private certifier with respect to any complying development certificate and construction certificate in relation to the Development.

"**Covid-19 Event**" includes a State or Federal Government mandated law, regulation, direction or other response to the Covid-19 pandemic and any other impact of the Covid-19 pandemic.

"**Defects Liability Period**" means the period of 90 days (in respect of which time is of the essence) after the earlier of:

- (a) Completion; or
- (b) the date the purchaser enters into possession of the Property.

"**Development**" means the development of the Land or parts of the Land generally in accordance with the Vendor Disclosures and pursuant to and in accordance with the Development Approval.

"**Development Approval**" means development approval or approvals obtained from Council as contemplated by the Vendor Disclosures for the development of the Land being Complying Development Certificate No. 180282/01 or any other approval obtained by the vendor for the purposes of completing the Development (including the Building), including all variations and modifications.

"Faults" means defects in the Property and Common Property due to defective materials or labour, but excludes:

- (a) minor settlement cracks;
- (b) fair wear and tear;
- (c) damage caused by the purchaser or other persons not claiming through the vendor; and
- (d) any appliance for which there is a manufacturer's warranty.

"GST" means a goods and services tax or similar value added tax.

"Guaranteed Money" means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories) by the purchaser to the vendor in connection with this contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

"Guaranteed Obligations" means all express or implied obligations of the purchaser to the vendor in connection with this contract or any transaction contemplated by it.

"Guarantor" means the directors of the purchaser if the purchaser is a company (irrespective of whether or not the directors are referred to as the guarantor on the cover sheet of this contract).

"Interest Rate" means 10% per annum.

"Land" means:

- (a) folio auto consol 6694-133 being lots 11-15 Section B and DP 975061;
- (b) any pieces or parcels of land acquired by the vendor for the purposes of the Development; and
- (c) any consolidation or subdivision of the land described in subclauses (a), (b) and (c).

"Normal Expenses" means normal operating expenses usually payable from the administrative fund of an owners corporation constituted on the registration of a strata plan.

"Owners Corporation" means the owner's corporations constituted on registration of the Strata Plan.

"Parcel" means the land comprising the lots and common property the subject of the Strata Scheme.

"Plan Registration Date" means 31 December 2021, as may be extended pursuant to clause 48.3.

"Property" means the property described on the cover sheet of this contract and includes any interest in Common Property.

"Requisitions on Title" means the form of requisitions on title which is **Annexure "5"**.

"Schedule of Finishes" means the list of finishes and fixtures which is **Annexure "1"**.

"Special Defects" means Faults which render the Property uninhabitable or which pose a real risk to property or persons.

"Specified Events" means matters arising after Completion concerning:

33.

- (a) Vendor Disclosures referred to in clause 45;
- (b) Vendor Grants referred to in clause 50;
- (c) the selling and leasing activities of the vendor referred to in clause 39;
- (d) Building Works; and
- (e) any other building works the subject of the Development Approval.

"Strata Plan" means the vendor's proposed strata plan of subdivision of part of the Land, a draft of which is **Annexure "2"**.

"Strata Scheme" means the strata scheme constituted on registration of the Strata Plan.

"Superintendent" means the superintendent from time to time appointed under the Building Contract, or if there is no superintendent so appointed means the Vendor's project manager for the construction of the Building from time to time.

"Supply" means supply as defined under the GST Act.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another *property*, or any service for another *property* passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
16.4 The legal title to the *property* does not pass before completion.
16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
16.7.1 the price less any:
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
16.7.2 any other amount payable by the purchaser under this contract.
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
16.11.1 if a special completion address is stated in this contract - that address; or
16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
17.2 The vendor does not have to give vacant possession if –
17.2.1 this contract says that the sale is subject to existing tenancies; and
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
18.2 The purchaser must not before completion –
18.2.1 let or part with possession of any of the *property*;
18.2.2 make any change or structural alteration or addition to the *property*; or
18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
18.3 The purchaser must until completion –
18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *-serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party*'s own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Lot 1-26 / 47-55 John Street LEICHHARDT NSW 2040

34.

"1"

Schedule of Finishes

47-55 JOHN STREET, LEICHHARDT

FINISHES SCHEDULE – COMMERCIAL SUITES

8 December 2020

INTERNAL WALL FINISHES

GROUND FLOOR

UNIT	TYPE	ITEM DESCRIPTION	MODEL / CODE	FINISH / COLOUR
INTER TENANCY PARTITION WALLS	Paint and Unpainted Finish	Exposed and Paint Finish	Wash & Wear or similar	Natural Grey or Dulux Vivid White or similar
EXPOSED BRICK	Exposed Brick	Natural	Existing Finish or PGH Homestead Blend or similar	Mixed
WALL FACING COMMON AREA	Glazed Wall	Aluminium Frame plus Solid Panel	Clear Laminate	Frame Colour, Dulux Monument or similar
ENTRY DOOR	Timber	Solid Core Door	Block Door	Dulux Monument or similar
FLOOR	Concrete	Exposed and Polished	Densified and Sealed	Natural
CAR PARK	Concrete	Unpolished	Unsealed	Natural
CEILING FINISH	Ceiling Finish	Exposed Flooring and Joists	Natural	Natural

FIRST FLOOR

UNIT	TYPE	ITEM DESCRIPTION	MODEL / CODE	FINISH / COLOUR
INTER TENANCY PARTITION WALLS	Painted and Unpainted Finish	Exposed and Paint Finish	Wash & Wear or similar	Natural Finish, Natural Grey or Dulux Vivid White or similar
SOUTHERN BOUNDARY WALL	Exposed Brick/Plaster Board/Translucent Sheeting/Metal	Mixed	Mixed	Natural, Painted and Opal
EXPOSED BRICK	Exposed Brick	Natural	Existing Finish or PGH Homestead Blend or similar	Mixed
WALL FACING COMMON AREA	Glazed Wall with Gyprock inserts (or similar) in selected Units	Aluminium Frame plus Solid Panel	Clear Laminate and Finished Panel	Frame Colour, Dulux Black or similar
ENTRY DOOR	Timber	Solid Core Door	Block Door	Dulux Monument or similar

UNITS' 16-20, 24-26 FLOORING	Polished Concrete/Cement	Exposed and Polished	Densified and Sealed	Natural
OTHER UNITS' FLOORING	Carpet	Carpet Tile	Carpet One's San Fran or similar	Sonoma Valley or Similar
WALKWAYS' FLOOR	Polished Concrete/Cement/Vinyl	Exposed and Polished	Densified and Sealed	Natural
CEILING	Exposed Finished Metal	1. Kingspan 60mm insulated corrugated	Colourbond	Dulux Shale Grey and White or similar
COMMON SEATING AREA	Various	Sink Microwave Dishwasher Fridge Cupboards General seating		
COMMON MEETING ROOM	Various	Meeting table & chairs Air conditioning		

BUILDING SERVICES

WATER SERVICES	One (1) 25mm Cold Water Supply To Common Area
HVAC/ AIR CONDITIONING	Split or Cassette Reverse Cycle Air Conditioning to Service Each Commercial Lot.
ELECTRICAL	<ul style="list-style-type: none"> • Provision of Submain, Distribution Board And 63a, 1 Phase Electrical Supply to Each Tenancy • NBN, Provision for Data Points (Cat 6) To Each Tenancy • Provision of Authority Metering Systems • Provision of Skirting on Partition Walls Including Double Socket Outlet Per Lot • Provision Of 1 Communications Distribution Board – Clipsal Or Equivalent. • Electrical, Telephone and Data Distribution Within the Lot by Purchaser

Material and finishes disclaimer: The specification, fixtures, fittings, materials and finishes noted herein, and their quality are subject to change without notice. The developer reserves the right, without notice, to vary or amend all or any specifications, fixtures, fittings, material and finishes within a Lot or the common areas of the development.

"2"
Draft Strata Plan

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only	Office Use Only	
Registered:		
PLAN OF SUBDIVISION OF LOT 11-15 SECTION B DP975061	LGA: INNER WEST Locality: LEICHHARDT Parish: PETERSHAM County: CUMBERLAND	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents 47-55 JOHN STREET, LEICHHARDT, NSW, 2040	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan.	
<p style="text-align: center;">Surveyor's Certificate</p> I JOSHUA CHARLES KING, of BEVERIDGE WILLIAMS & Co. PO Box 176, CARINGBAH, 2229, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature: Date: 24/03/2020 Surveyor ID: 9156 Surveyor's Reference: 1801298_DSP ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> I..... being an Accredited Certifier, accreditation number, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: Relevant Planning Approval No.: issued by:..... Signature: Date: ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable		

Office Use Only

Office Use Only

Registered:

VALUER'S CERTIFICATE

I, * of

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

Professional Body:.....

Class of membership:.....

Membership number:.....

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

Signature: Date

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

Lot No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1		14	
2		15	
3		16	
4		17	
5		18	
6		19	
7		20	
8		21	
9		22	
10		23	
11		24	
12		25	
13		26	
		AGGREGATE	

Office Use Only

Office Use Only

Registered:

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

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

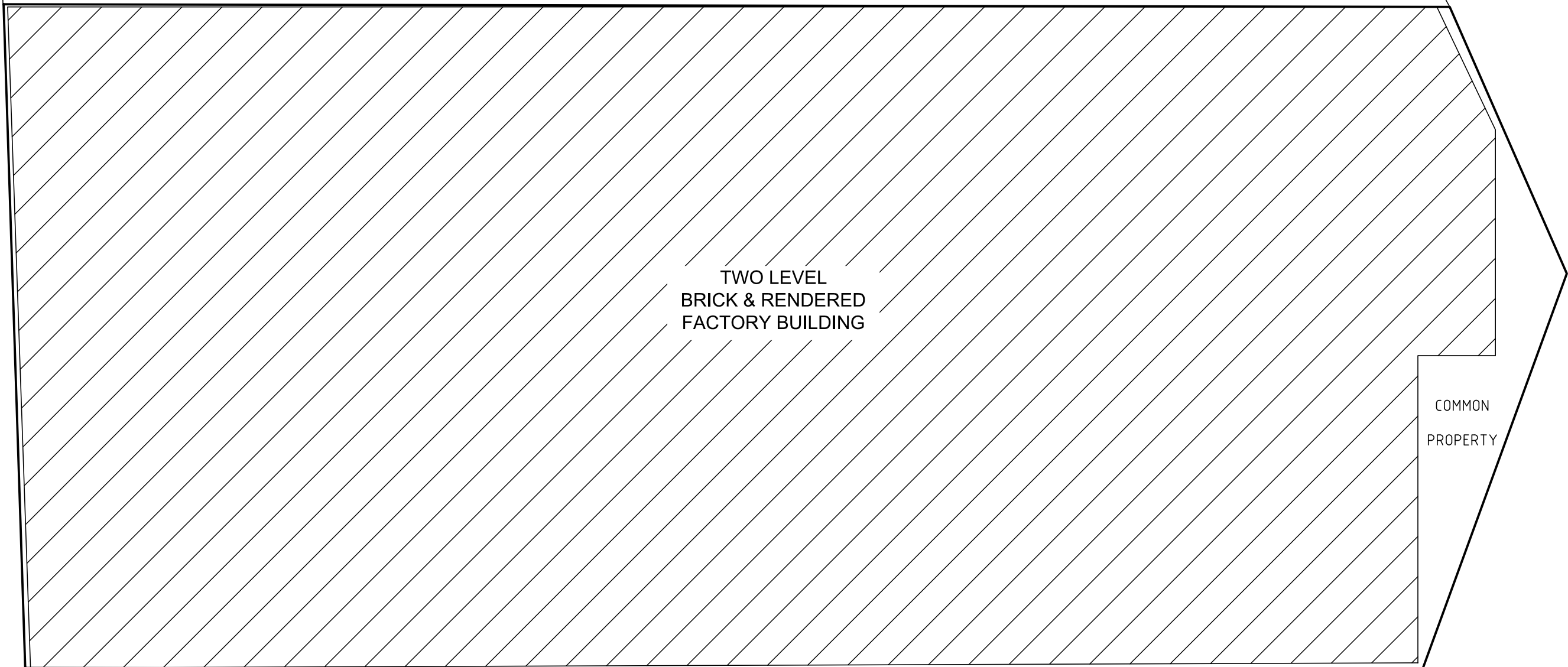
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP	-	47-55	JOHN	STREET	LEICHHARDT
1	1	47-55	JOHN	STREET	LEICHHARDT
2	2	47-55	JOHN	STREET	LEICHHARDT
3	3	47-55	JOHN	STREET	LEICHHARDT
4	4	47-55	JOHN	STREET	LEICHHARDT
5	5	47-55	JOHN	STREET	LEICHHARDT
6	6	47-55	JOHN	STREET	LEICHHARDT
7	7	47-55	JOHN	STREET	LEICHHARDT
8	8	47-55	JOHN	STREET	LEICHHARDT
9	9	47-55	JOHN	STREET	LEICHHARDT
10	10	47-55	JOHN	STREET	LEICHHARDT
11	11	47-55	JOHN	STREET	LEICHHARDT
12	12	47-55	JOHN	STREET	LEICHHARDT
13	13	47-55	JOHN	STREET	LEICHHARDT
14	14	47-55	JOHN	STREET	LEICHHARDT
15	15	47-55	JOHN	STREET	LEICHHARDT
16	16	47-55	JOHN	STREET	LEICHHARDT
17	17	47-55	JOHN	STREET	LEICHHARDT
18	18	47-55	JOHN	STREET	LEICHHARDT
19	19	47-55	JOHN	STREET	LEICHHARDT
20	20	47-55	JOHN	STREET	LEICHHARDT
21	21	47-55	JOHN	STREET	LEICHHARDT
22	22	47-55	JOHN	STREET	LEICHHARDT
23	23	47-55	JOHN	STREET	LEICHHARDT
24	24	47-55	JOHN	STREET	LEICHHARDT
25	25	47-55	JOHN	STREET	LEICHHARDT
26	26	47-55	JOHN	STREET	LEICHHARDT

DRAFT STRATA PLAN

DRAFT

SP 3994

JOHN STREET



LANE

PRELIMINARY STRATA PLAN PREPARED BY BEVERIDGE WILLIAMS



www.beveridgewilliams.com.au
 Level 5, 447 Kent Street
 Sydney 2000
 Tel. 02 9283 6677
 sydney@bevwill.com.au

BOUNDARIES ARE CALCULATED FROM ARCHITECTURAL PLANS SUPPLIED BY THE CLIENT:
 REFER DRAWINGS
 2018-024_S1001_Strata Plan Ground Plan_200114.dwg
 2018-024_S1002_Strata Plan First Floor Plan_200114.dwg

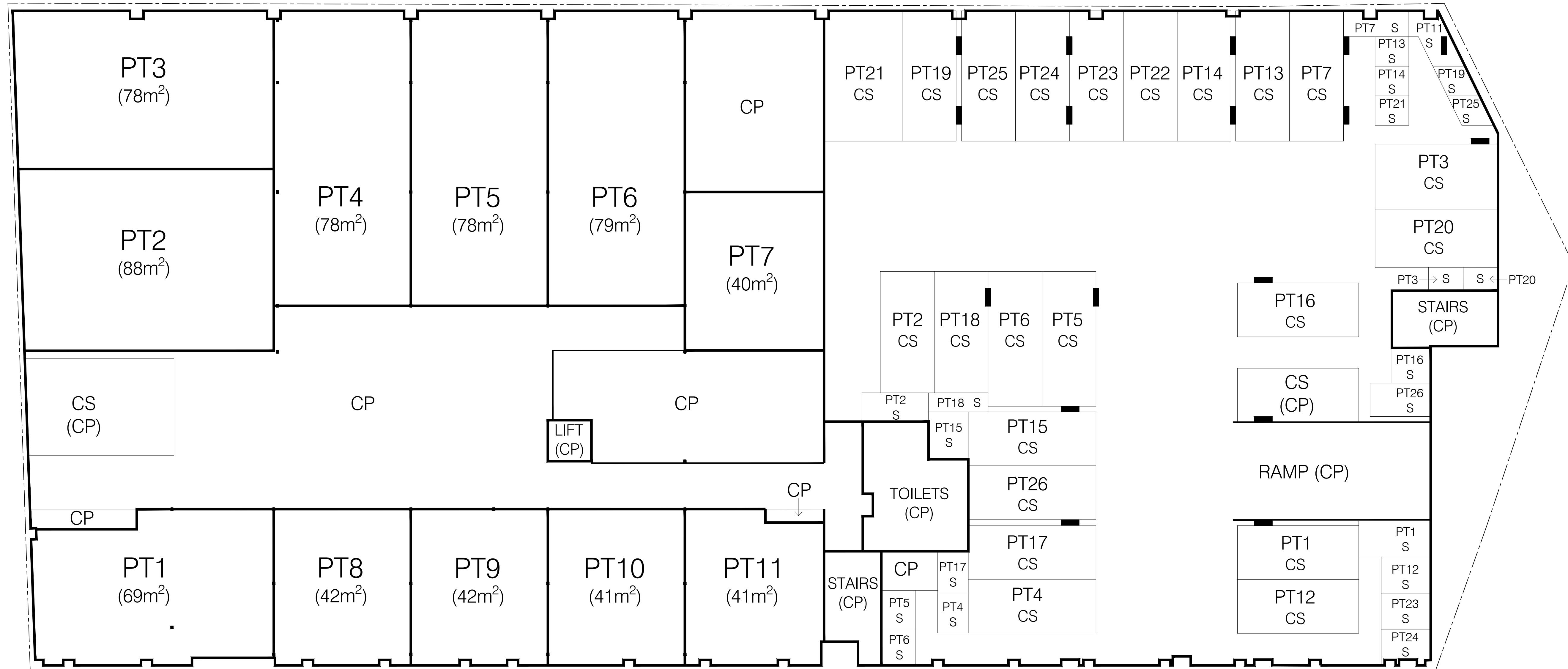
LOCATION

CP DENOTES COMMON PROPERTY

CAUTION

THIS IS A PRELIMINARY DRAFT STRATA PLAN. THE LOTS SHOWN HEREON HAVE NOT YET BEEN SURVEYED. ALL DIMENSIONS AND/OR AREAS ARE APPROXIMATE AND ARE SUBJECT TO SURVEY AND PREPARATION OF THE FINAL STRATA PLAN

<p>SURVEYOR Name: JOSH KING Date: 24.03.2020 Reference: 1801298 DSP</p>	<p>PLAN OF SUBDIVISION OF LOTS 11-15 SECTION B D.P. 975061</p>	<p>INNER WEST Locality: LEICHHARDT Reduction Ratio: 1:200 Lengths are in metres</p>	<p>Registered</p>	<p>SP</p>
--	---	--	-------------------	-----------

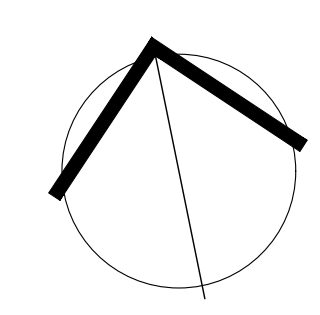


LEGEND

CP	COMMON PROPERTY
CS	CAR SPACE
S	STORAGE

ALL CAR SPACES ARE COVERED

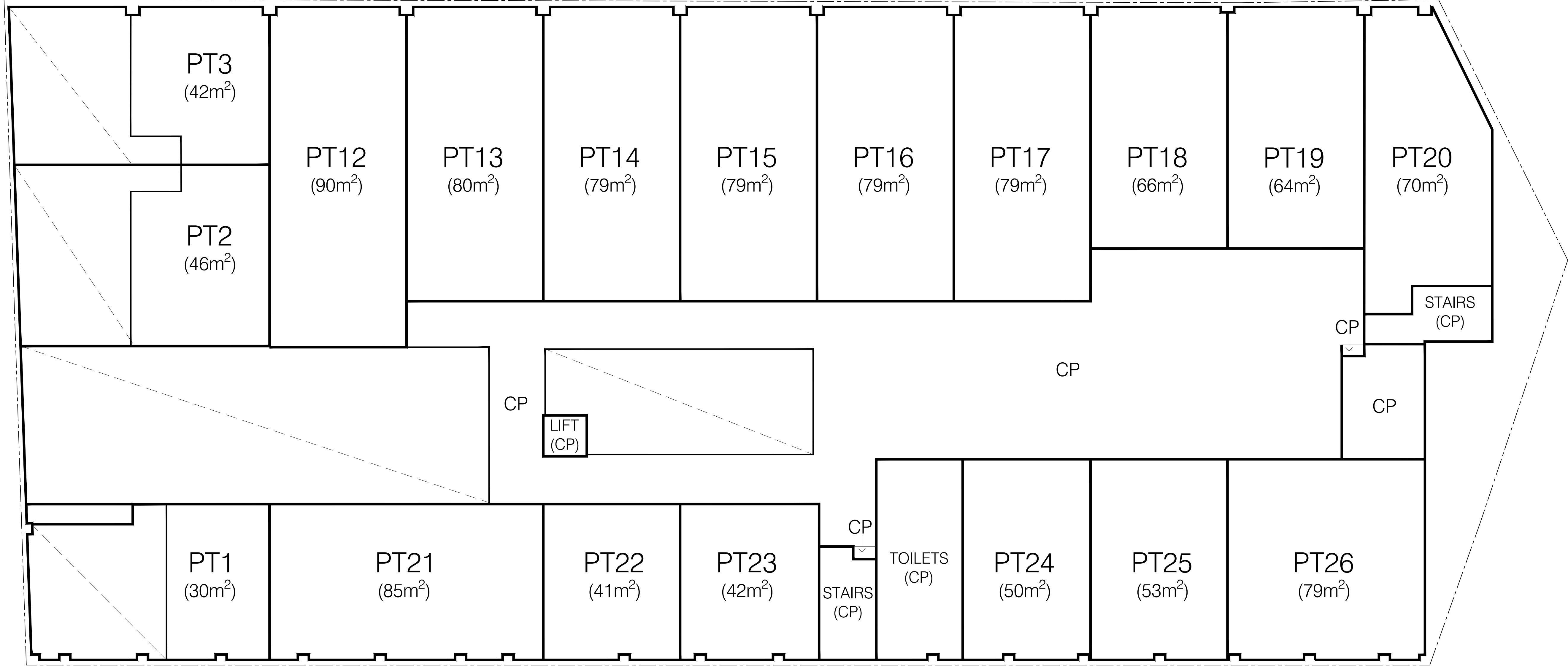
NOTE
 THIS DRAWING IS A DRAFT STRATA PLAN AND IS SUBJECT TO CHANGE AT ANYTIME WITHOUT NOTICE.



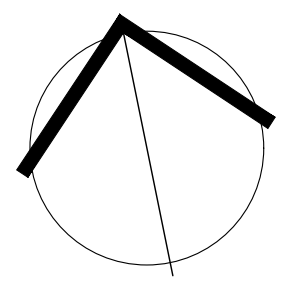
ISSUE	AMENDMENT	DATE
N	Strata Plans	14.01.2020
P	Strata Plans	16.12.2020
R	Strata Plans	17.12.2020

PROJECT
**47 - 55 JOHN STREET,
 LEICHHARDT**
 COMMERCIAL FITOUT

STRATA PLAN - GROUND FLOOR	
SCALE: 1:100 @ A1	DATE: 17.12.2020
ISSUE: R - Strata Plans	
<small>THIS DOCUMENT IS THE COPYRIGHT OF BJB ARCHITECTS. ALL INFORMATION ILLUSTRATED ON THIS DOCUMENT IS TO BE CHECKED AND VERIFIED ON SITE. IN THE EVENT OF DISCREPANCIES REFER TO BJB ARCHITECTS PRIOR TO COMMENCEMENT OF THE WORK. DO NOT SCALE DRAWINGS MANUALLY OR ELECTRONICALLY.</small>	
2018-024	S1001



NOTE
 THIS DRAWING IS A DRAFT STRATA PLAN AND IS SUBJECT TO CHANGE AT ANYTIME WITHOUT NOTICE.



ISSUE	AMENDMENT	DATE
N	Strata Plans	14.01.2020
P	Strata Plans	16.12.2020
R	Strata Plans	17.12.2020

PROJECT
 47 - 55 JOHN STREET,
 LEICHHARDT
 COMMERCIAL FITOUT

STRATA PLAN - FIRST FLOOR
 SCALE: 1:100 @ A1 DATE: 17.12.2020
 ISSUE: R - Strata Plans
THIS DOCUMENT IS THE COPYRIGHT OF BJB ARCHITECTS. ALL INFORMATION ILLUSTRATED ON THIS DOCUMENT IS TO BE CHECKED AND VERIFIED ON SITE. IN THE EVENT OF DISCREPANCIES REFER TO BJB ARCHITECTS PRIOR TO COMMENCEMENT OF THE WORK. DO NOT SCALE DRAWINGS MANUALLY OR ELECTRONICALLY.
 2018-024
S1002

"3"
Draft By-Laws

CONTENTS

1	Vehicles	2
2	Obstruction of common property	2
3	Damage to common property	2
4	Behaviour of invitees	2
5	Depositing rubbish and other material on common property	3
6	Cleaning windows and doors	3
7	Garbage disposal	3
8	Appearance of the lot	4
9	Change in use of lot to be notified	4
10	Preservation of fire safety	4
11	Prevention of hazards	4
12	Provision of amenities or services	4
13	Controls on hours of operation and use of facilities	5
14	Compliance with planning and other requirements	5
15	Service of documents on owner of lot by owners corporation	5
16	Keeping of animals	5
17	Notice board	5
18	Renovation Works	5
19	Exclusive use of Air-conditioners	10
20	Signage	11
21	Exclusive Use by-law for Lot 7	13
22	Exclusive Use by-law for storage	18

1 Vehicles

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

2 Obstruction of common property

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

3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in clause (3) that forms part of the common property and that services the lot.

4 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier (including all customers and staff) 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.

5 Depositing rubbish and other material on common property

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

6 Cleaning windows and doors

The owners corporation must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lots, whether a part of a lot or common property.

7 Garbage disposal

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

- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

8 Appearance of lot

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

9 Change in use of lot to be notified

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

10 Preservation of fire safety

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

11 Prevention of hazards

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

12 Provision of amenities or services

- (1) The owners corporation may, by ordinary resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) security services,
 - (b) promotional services,
 - (c) advertising,
 - (d) cleaning,
 - (e) garbage disposal and recycling services,
 - (f) electricity, water or gas supply,
 - (g) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

13 Controls on hours of operation and use of facilities

- (1) The strata committee may resolve to make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
 - (b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

14 Compliance with planning and other requirements

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

15 Service of documents on owner of lot by owners corporation

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

16 Keeping of animals

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (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.

17 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

18 Renovation Works

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Air-conditioning** means any equipment or apparatus capable of cooling or heating air within a Lot which is:
 - (i) audible from outside the Lot;
 - (ii) requires or will require damage or alterations to common property, including without limitation penetrations through common property; or

(iii) will occupy part of the common property.

For clarity, this excludes air circulating fans such as ceiling fans or free standing fans.

- (b) **Bond** means the refundable bond as determined by the strata committee from time to time paid by the Owner and held by the Owners Corporation as security for the Works being carried out in accordance with the terms of this by-law.
- (c) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (d) **Flooring Works** means all building works and all related services supplied to effect the installation of hard surface flooring.
- (e) **Insurance** means:
- (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance, if required.
- (f) **Lot** means a lot in the strata scheme.
- (g) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan.
- (i) **Required Documents** means:
- (i) existing plans and drawings;
 - (ii) details of the work, including copies of any proposed plans and drawings;
 - (iii) if the plans and drawing do not adequately describe the works a description of the works;
 - (iv) duration and times of the work;
 - (v) details of the persons carrying out the work, including qualifications to carry out the work;
 - (vi) arrangements to manage any resulting rubbish or debris;
 - (vii) in regards to Flooring Works, if required, a report from a suitably qualified acoustic engineer about the proposed treatment of the flooring and confirmation that the Flooring Works will be installed in compliance with clauses 3.2(a) of this by-law;
 - (viii) in regards to Works involving structural changes, if required, a report from a structural engineer about the effect the proposed Works will have on the structural integrity of the building; and
 - (ix) any other document reasonably required by the Owners Corporation.
- (j) **Standards** means the National Construction Code within the meaning of the *Environmental*

Planning and Assessment Act 1979 and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.

- (k) **Works** means the additions and alterations (including any Flooring Works) undertaken by an Owner or Occupier to their lot and to the common property as specified in the Required Documents, except for:
- (i) the installation of smoke alarms;
 - (ii) the installation of carpet floor coverings; or
 - (iii) works which the Owner is authorised to carry out pursuant to section 109 of the *Strata Schemes Management Act 2015* (cosmetic works by owners).

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHT

2.1 The Owner or Occupier must not install or carry out Works except in accordance with Part 3 of this by-law.

PART 3 CONDITIONS

3.1 AIR-CONDITIONING WORKS

- (a) Air-Conditioning Works must:
- (i) comply with all relevant Standards and any applicable law;
 - (ii) be a split-system or inverter split system air-conditioner; and
 - (iii) be manufactured by Mitsubishi, Fujitsu or a similar brand.
- (b) Any external appliance, including any external condenser unit, forming part of the Air-conditioning must:
- (i) be of good energy efficiency;
 - (ii) not produce any noise that is likely to interfere with the peaceful enjoyment of the owner of occupier or another lot or any person lawfully using the common property; and
 - (iii) be of an appearance in keeping with the general appearance of the scheme, including any other such units.
- (c) Any by-product or waste related to the Air-Conditioning Works, and any condensation run-off related to the Air-Conditioning Works must be drained through a conduit pipe which connects into a drainage pipe.

3.2 FLOORING WORKS

An Owner or Occupier undertaking Flooring Works must:

- (a) install appropriate acoustic membrane sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's Lot; and
- (b) if that Owner or Occupier is seeking to undertake the Works within the bathroom, kitchen, laundry and lavatory areas of their respective Lot, install the appropriate waterproofing membranes to prevent the transmission of moisture into adjacent common property areas or adjoining lots.

3.3 BEFORE COMMENCEMENT

Before commencement of the Works the Owner or Occupier must:

- (a) provide the Required Documents to the Owners Corporation not less than 14 days before the commencement of the Works;
- (b) obtain approval for the Works from the Owners Corporation which may be in the form:
 - (i) of a resolution under section 110 of the Act (minor renovations by owners); and/or
 - (ii) a by-law under section 108 and/or 143 of the Act, granted to an Owner;
- (c) pay the Bond to the Owners Corporation to secure its obligations under this by-law;
- (d) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (e) effect and maintain Insurance and provide a copy to the Owners Corporation; and
- (f) arrange with the Owners Corporation a suitable time and means by which to access the building and a nominee who will be responsible for supervising the work to be contactable in emergencies at all times.

3.4 DURING CONSTRUCTION

Whilst the Works are in progress the Owner or Occupier must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work and ensure that they comply with any requirements of the Owners Corporation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) ensure that the Works do not damage service lines or pipes or interrupt services to the parcel;
- (f) ensure that the Works do not interfere with or alter the integrity of fire rated doors or walls;
- (g) where any work undertaken includes waterproofing (or should include waterproofing in the strata committee's reasonable opinion) then the Owner or Occupier must ensure that at

their cost:

- (i) the waterproofing is carried out in satisfaction of prevailing Australian waterproofing standards by a duly qualified and reputable applicator whose credentials have been approved by the Owners Corporation as a preferred contractor prior to the waterproofing commencing; and
 - (ii) that they produce to the Owners Corporation on completion of waterproofing, or within 14 days of being requested to do so, a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator and to the satisfaction of the strata committee.
- (h) perform the Works within a period of time as is reasonably approved by the Owners Corporation;
 - (i) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
 - (j) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
 - (k) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and
 - (l) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

3.5 AFTER CONSTRUCTION

After the Works have been completed the Owner or Occupier must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed in accordance with the terms of this by-law;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (d) in regards to Flooring Works, provide the Owners Corporation with certification from a suitably qualified acoustic engineer that the Flooring Works have been installed in compliance with the acoustic report provided at clause 1.1(i)(vii) of the Required Documents; and
- (e) in regards to Works involving structural changes, provide the Owners Corporation with certification from a suitably qualified engineer approved by the Owners Corporation that the Works involving structural changes or any rectification works have been installed in compliance with the structural engineers report provided at clause 1.1(i)(viii) of the Required Documents.

3.6 ENDURING RIGHTS AND OBLIGATIONS

The Owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) must renew or replace the Works to the extent that the Works or parts of the Works do not

form common property when necessary or when reasonably required by the Owners Corporation;

- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

3.7 CONDITIONS OF BOND

- (a) The Owners Corporation shall refund the Bond paid by the Owner under clause 3.3(c) of this by-law upon receipt of the following:
 - (i) notification from the Owner that Works have been completed pursuant to clause 3.5(a) of this by-law; and
 - (ii) confirmation from the Owners Corporation, acting reasonably, that the Works have been completed in accordance with the terms of this by-law.
- (b) The cost to the Owners Corporation, of rectifying any damage (not rectified by the Owner), in breach of clause 3.6(d) of this by-law, will be deducted from the Bond paid by the Owner under clause 3.5(a) of this by-law.
- (c) Any amount remaining from the Bond following the rectification of damage, performed by the Owner Corporation, pursuant to clause 3.7(b) will be returned to the Owner within 7 days of notification of the completion of the rectification.
- (d) The Owner will remain liable for any additional amount, in excess of the Bond, required to rectify the damage.

19 Exclusive use of Air-conditioners

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Air-Conditioner(s)** means any split system air-conditioning system which solely services the relevant Lot within the strata scheme.
- (b) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (c) **Lot** means a lot in the strata scheme.
- (d) **Owner** means an Owners of a Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan.

PART 2 GRANT OF RIGHT

2.1 Each Owner is granted exclusive use of their Air Conditioner(s) subject to the conditions outlined in part 3 of this by-law.

PART 3 CONDITIONS

3.1 Each Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, their Air-Conditioner(s).
- (b) is liable for any damage to common property arising out of the use of their Air-Conditioner(s); and
- (c) must indemnify the Owners Corporation against any costs or losses arising out of the use of their Air-Conditioner(s).

20 Signage

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Owners** means collectively the Owners of the Lots and **Owner** means an owner of a particular lot as is applicable in the context.
- (c) **Occupiers** means collectively the Occupiers of the Lots and **Occupier** means an Occupier of a particular Lot as is applicable in the context.
- (d) **Lots** means the lots in strata scheme and **Lot** means any particular one of those Lots as is applicable in the context.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan.
- (f) **Signage** means signage approved by the strata committee that is affixed to a Lot in a manner that is visible from outside the Lot, in accordance with the terms of this by-law.
- (g) **Works** means installation, maintenance and replacement from time to time of Signage in accordance with this by-law.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHT

2.1 Subject to the approval process outlined in Part 3 of this by-law, an Owner or Occupier may not install Signage without the written approval of the strata committee in accordance with the terms of this by-law.

2.2 The Owner or Occupier must ensure that the Signage:

- (a) is consistent in style with existing Signage including materials, dimensions, colour and

- font style and otherwise has an appearance in keeping with the rest of the scheme;
- (b) includes the business name and/ or business logo only;
 - (c) complies with all applicable law and any approval required from any Authority;
 - (d) is installed by an appropriately qualified contractors (if applicable); and
 - (e) does not include promotions or slogans including “specials” or discount” or “limited offer.”
- 2.3 Once installed, an Owner or Occupier must obtain the strata committee’s written approval before changing or removing their respective Signage.

PART 3 SIGNAGE APPROVAL

- 3.1 When seeking approval for Signage, an Owner or Occupier must apply in writing to the strata committee for approval and such application must include the following information:
- (a) the information including text, graphics and colours to be included on the Signage which must be in accordance with clause 2.2 of this by-law; and
 - (b) details of the proposed contractor intended to carry out the Works.
- 3.2 The strata committee will provide reasonable notice to the Owner or Occupier, whether their application has been approved.

PART 4 SIGNAGE WORKS

- 4.1 During the Signage Works each Owner or Occupier must:
- (a) ensure that their respective Signage Works are undertaken by appropriately qualified tradespeople (if applicable);
 - (b) ensure that their respective Signage Works are conducted in a proper and workmanlike manner and comply with all relevant laws; and
 - (c) use reasonable endeavors to cause as little disruption as possible/

PART 5 ENDURING RIGHTS AND OBLIGATIONS

- 5.1 Each Owner or Occupier:
- (a) must maintain and upkeep their respective Signage to the extent that the Signage or parts of the Signage do not form part of common property;
 - (b) must renew or replace their respective Signage to the extent that the Signage or parts of the Signage do not form common property when necessary or when reasonably required by the strata committee;
 - (c) remains liable for any damage to lot or common property arising out of their respective Signage;
 - (d) must make good any damage to lot or common property arising out of their respective Signage; and

- (e) must indemnify the Owners Corporation against any costs or losses arising out of their respective Signage to the extent permitted by law.

5.2 If an Owner or Occupier leaves the scheme, the Owner or Occupier must remove their respective Signage and make good the lot or common property at their own cost.

21 Exclusive Use by-law for Lot 7

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Lot** means lots 6 and 7 in the strata scheme.
- (c) **Owner** means the owner of the Lot from time to time.
- (d) **Owners Corporation** means the owners corporation created by the registration of the strata plan.
- (e) **Exclusive Use Area 1** means the area shown as cross-hatched in the Plan of Exclusive Use Area of approximately 50SQM attached to this by-law and marked Annexure "A", with a stratum limited in height from the upper surface of the floor to the lower surface of the walkway above, except where covered and excluding any existing pipework or ducting in the area.
- (f) **Exclusive Use Area 2** means the area shown as cross-hatched in the Plan of Exclusive Use Area of approximately 12SQM attached to this by-law and marked Annexure "B", with a stratum limited in height from the upper surface of the floor to the lower surface of the walkway above, except where covered and excluding any existing pipework or ducting in the area.
- (g) **Works** means the following:
 - (i) installation of an aluminium framed glass doorway along the inner surface of the Exclusive Use Areas, between points A and B marked on Annexure "B", with an appearance in keeping with the rest of the building;
 - (ii) installation of aluminium framed glass panelling along the inner surface of the existing brickwork forming part of the planter box, within of the Exclusive Use Areas between points B and C marked on Annexure "B", with an appearance in keeping with the rest of the building;
 - (iii) reconfiguration of power outlets and light fittings as required; and
 - (iv) all associated penetrations and electrical connections as required.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

(d) references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHT

- 2.1 The Owner of Lot 7 has the exclusive use of Exclusive Use Area 1, subject to the due observance and performance by the Owner of the following conditions and obligations.
- 2.2 The Owner of Lot 7 has the exclusive use of Exclusive Use Area 2, subject to the due observance and performance by the Owner of the following conditions and obligations:
- (a) The Owners of Lots 6 and 7 are the same, or related, person;
 - (b) The Owners of Lots 6 and 7 agree to the grant of right; and
 - (c) In the event that the Owners of Lots 6 and 7 are not the same, or related, person, Clause 2.2 is not to be considered as in effect.
- 2.3 The Owner of Lot 7 is authorised to add to, alter and erect new structures on the common property to carry out the Works if Clause 2.2 is in effect.

PART 3 CONDITIONS

PART 3.1 Before commencement

- 3.1 Before commencement of the Works the Owner must:
- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation;
 - (c) if requested by the Owners Corporation, provide a report to the Owners Corporation from a suitably qualified structural engineer in regards to the effect of the Works on the structural integrity of the building.

PART 3.2 During construction

- 3.2 Whilst the Works are in progress the Owner must:
- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
 - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
 - (c) use reasonable endeavours to cause as little disruption as possible;
 - (d) perform the Works during times reasonably approved by the Owners Corporation;
 - (e) perform the Works within a period of 6 months from their commencement or such other period as reasonably approved by the Owners Corporation;

- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3
After construction

- 3.3 After the Works have been completed the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified; and
 - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

PART 3.4
Enduring Obligations

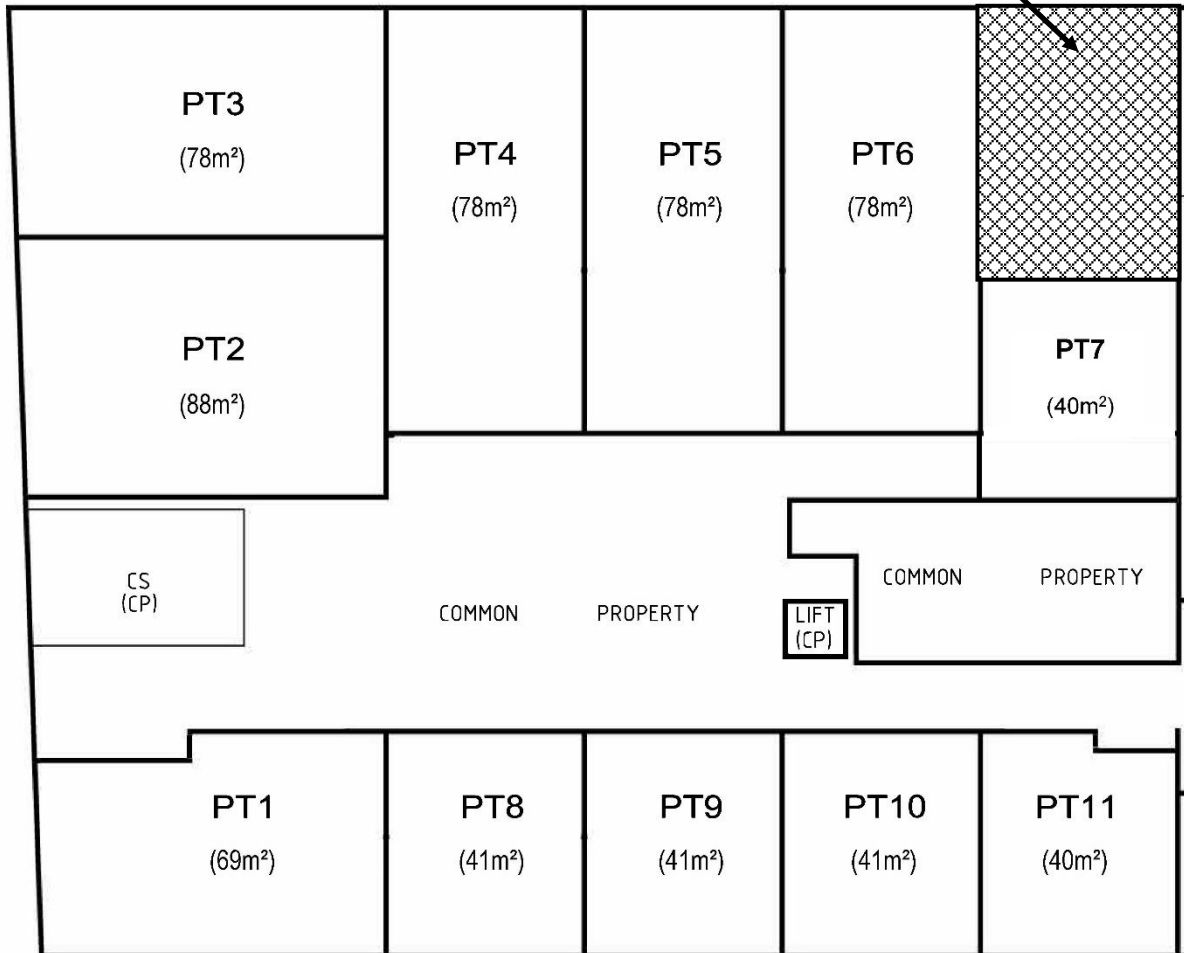
- 3.4 The Owner of Lot 7:
- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area(s) and the Works;
 - (b) must keep the Exclusive Use Area(s) clean and tidy;
 - (c) is liable for any damage to the Exclusive Use Area(s) or common property arising out of the use of the Exclusive Use Area(s) or the Works; and
 - (d) must indemnify the Owners Corporation against any costs or losses arising out of the use of the Exclusive Use Area(s) or the Works.

PART 3.5
Indemnity and Insurance

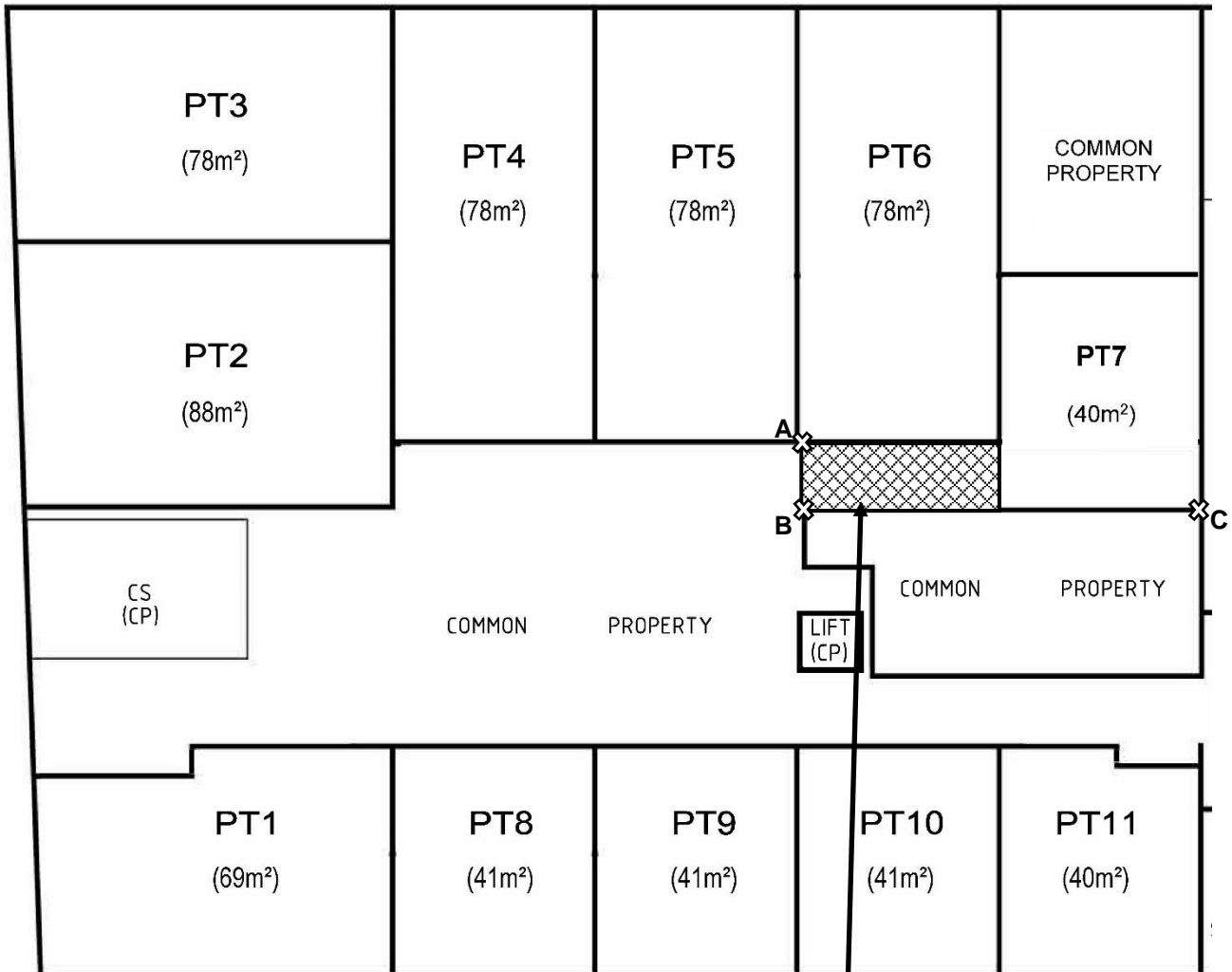
- 3.5 The Owner shall indemnify the Owners Corporation against the following:
- (a) any sum payable by the Owners Corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of their use of their respective Exclusive Use Area(s); and
 - (b) any expenses, liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the use of their respective Exclusive Use Area(s) by the Owner.

ANNEXURE "A"
PLAN OF EXCLUSIVE USE AREA 1

Exclusive Use Area 1 being approximately 50 SQM



ANNEXURE "B"
PLAN OF EXCLUSIVE USE AREA 2



Exclusive Use Area 2 being
approximately 12 SQM

22 Exclusive Use by-law for storage

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Lots** means lots 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25 and 26 in the strata scheme and **Lot** means any one of those as is applicable in the circumstances.
- (c) **Owner** means the owner of the Lot from time to time.
- (d) **Owners Corporation** means the owners corporation created by the registration of the strata plan.
- (e) **Plan** means the Plan of Exclusive Use Area attached to this by-law and marked Annexure "B".
- (f) **Schedule** means the schedule to this by-law and marked Annexure "A".
- (g) **Exclusive Use Area** means that area identified in the right hand column of the Schedule beside the Lot number as further identified in the Plan.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHT

- 2.1 An Owner has the exclusive use of their respective Exclusive Use Area as identified in the Schedule, subject to the due observance and performance by the Owner of the following conditions and obligations.

PART 3 CONDITIONS

3.1 The Owner:

- (a) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area;
- (b) must keep the Exclusive Use Area clean and tidy;
- (c) must use the Exclusive Use Area for storage;

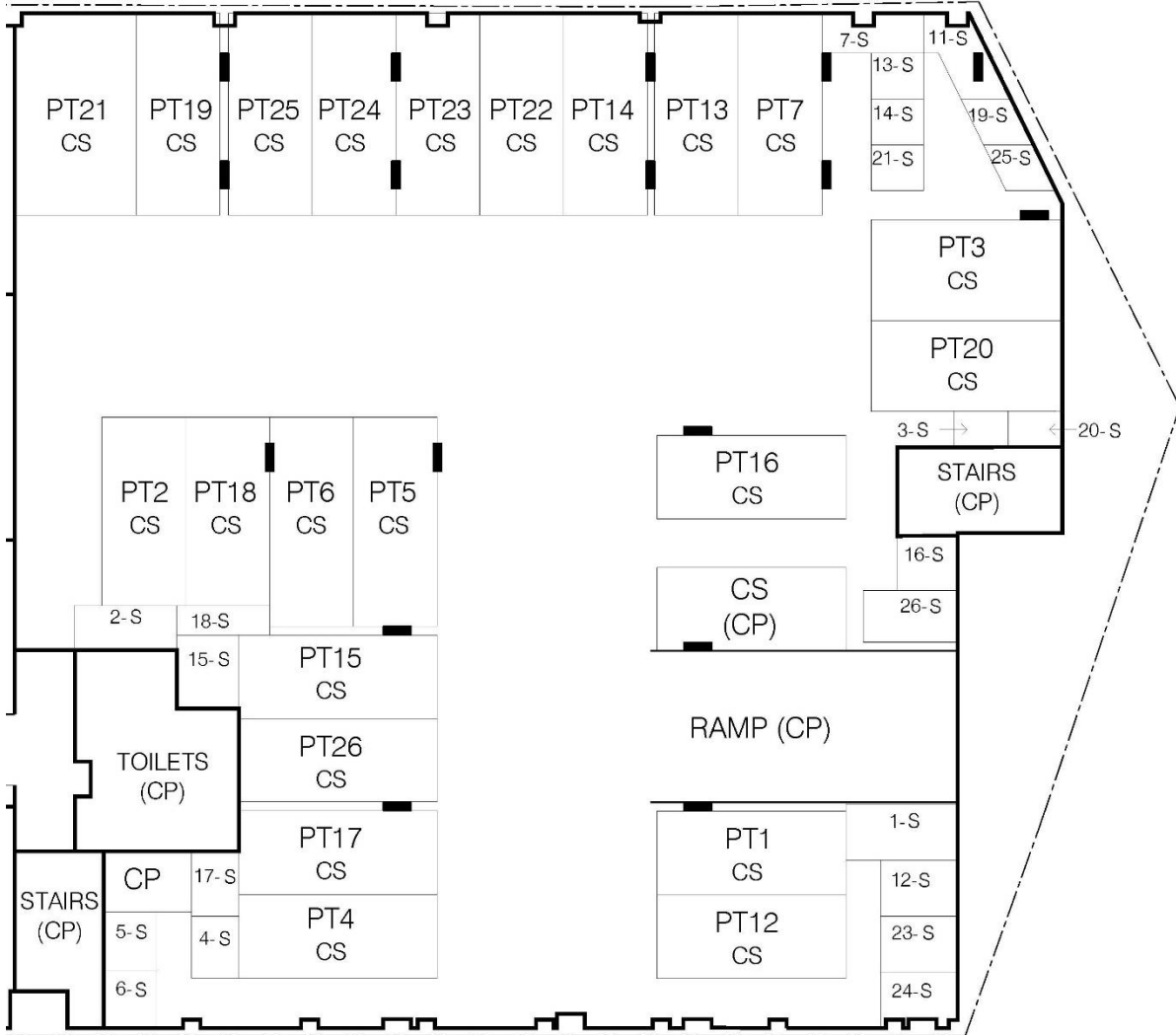
- (d) is liable for any damage to the Exclusive Use Area or common property arising out of the use of the Exclusive Use Area; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the use of the Exclusive Use Area.

**ANNEXURE “A”
SCHEDULE OF EXCLUSIVE USE AREA**

Lot Number:	Exclusive Use Area:
1	1-S as identified in Annexure “B” being approximately 4.8SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
2	2-S as identified in Annexure “B” being approximately 3.6SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
3	3-S as identified in Annexure “B” being approximately 1.6SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
4	4-S as identified in Annexure “B” being approximately 2.4SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
5	5-S as identified in Annexure “B” being approximately 2.2SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
6	6-S as identified in Annexure “B” being approximately 2.2SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
7	7-S as identified in Annexure “B” being approximately 3.1SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
11	11-S as identified in Annexure “B” being approximately 3.1SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
12	12-S as identified in Annexure “B” being approximately 3.5SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
13	13-S as identified in Annexure “B” being approximately 2.1SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
14	14-S as identified in Annexure “B” being approximately 2.1SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
15	15-S as identified in Annexure “B” being approximately 3.2SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
16	16-S as identified in Annexure “B” being approximately 2.6SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.

17	17-S as identified in Annexure “B” being approximately 2.5SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
18	18-S as identified in Annexure “B” being approximately 2.1SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
19	19-S as identified in Annexure “B” being approximately 1.8SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
20	20-S as identified in Annexure “B” being approximately 1.5SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
21	21-S as identified in Annexure “B” being approximately 2.1SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
23	23-S as identified in Annexure “B” being approximately 3.5SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
24	24-S as identified in Annexure “B” being approximately 3SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
25	25-S as identified in Annexure “B” being approximately 1.7SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.
26	26-S as identified in Annexure “B” being approximately 3.6SQM with a stratum limited in height from the upper surface of the floor to the lower surface of the slab above, except where covered and excluding any existing pipework or ducting in the area.

ANNEXURE "B"
PLAN OF EXCLUSIVE USE AREA



37.

"4"

Vendor disclosure documents



Order number: 62383747
 Your Reference: DM:30100752:ROYAL
 22/05/20 16:37



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: AUTO CONSOL 6694-133

SEARCH DATE	TIME	EDITION NO	DATE
22/5/2020	4:37 PM	1	22/5/2020

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
 LOCAL GOVERNMENT AREA INNER WEST
 PARISH OF PETERSHAM COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP88053

FIRST SCHEDULE

JOHN STREET 47 PTY LIMITED
 STEADFAST BUILT PTY LIMITED
 AS JOINT TENANTS

(T AQ116924)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

DISPOSAL OF ANY LOT IN THIS TITLE MAY REQUIRE REGISTRATION OF A
 DEPOSITED PLAN OF SURVEY PURSUANT TO SEC 114 REAL PROPERTY ACT
 1900 .

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

LOTS 11-15 SEC. B IN DP975061.

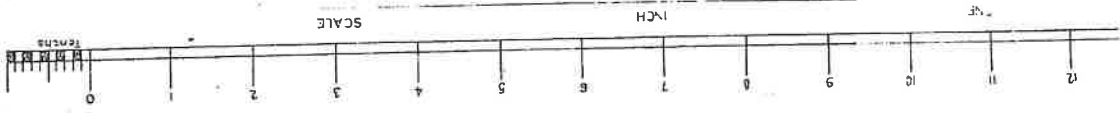
*** END OF SEARCH ***

PRINTED ON 22/5/2020

* 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.

© Office of the Registrar-General 2020

SAI Global Property Division 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.

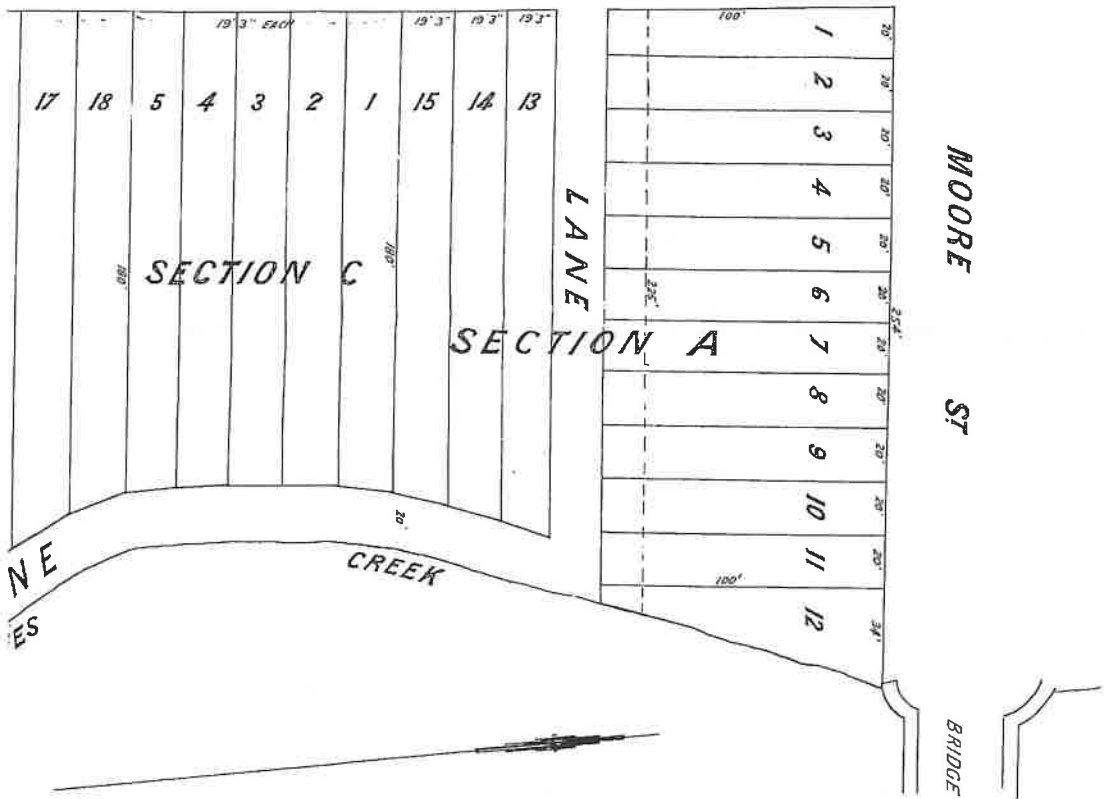


F.P. 975061

6828(L)

HN

ST



Auctioned by *Watkin & Watkin* 5th September 1970
 Ph. Petersham C. C.

HARRERVILLE ESTATE
 adjoining North Annandale
 Municipality of Leichhardt

F.P. 975061
 6828(L)

F.P. 975061

FRAME 1

I, Jack Hayward Watson, Registrar General, certify that this negative is a photograph made as a permanent record of an instrument in my custody this 12th day of June 1970.

Jack Watson

PLANNING CERTIFICATE

**UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT,
1979**

Cert. No.: PCT/2021/0084

Fee: \$133.00

Application Date: 14 January 2021

Issued Date: 14 January 2021

Applicant's Reference: 47-55 John St Planning Certificate

Applicant	Owner (as recorded by Council)
<p>Name: Oryal Pty Limited</p> <p>Address: Suite 1304, Level 13 227 Elizabeth Street SYDNEY NSW 2000</p> <p>Email: TONY.ROYAL@NEROYAL.COM.AU</p> <p>Phone: 0419 621 128</p>	<p>Name: John Street 47 Pty Ltd and 1 other</p>

Subject property address	Legal description
<p>Street address: 51 John Street LEICHHARDT NSW 2040</p>	<p>Lot 11 Section B DP 975061 Lot 12 Section B DP 975061 Lot 13 Section B DP 975061 Lot 14 Section B DP 975061 Lot 15 Section B DP 975061</p>

Information provided pursuant to Section 10.7(2) of the EP&A Act
<p>In accordance with the requirements of section 10.7(2) of the <i>Environmental Planning and Assessment Act 1979</i>, the following prescribed matters relate to the land at the date of this certificate.</p>

1. Names of relevant planning instruments and DCPs

In accordance with Section 1 (1) & (2) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, the following is a list of State Environmental Planning Policies (SEPPs) & proposed SEPPs that may apply to the carrying out of development on the land:

- State Environmental Planning Policy No.19 – Bushland in Urban Areas
- State Environmental Planning Policy No. 21 – Caravan Parks
- State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
- State Environmental Planning Policy No. 55 – Remediation of Land
- State Environmental Planning Policy No. 64 – Advertising and Signage
- State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development
- State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- State Environmental Planning Policy (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (COVID-19 Response) 2020
- Draft State Environmental Planning Policy (Environment) 2017
- Draft State Environmental Planning Policy (Remediation of Land) 2017
- Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
- Draft Housing Diversity State Environmental Planning Policy 2020

In accordance with Section 1 (1) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, the following Local Environmental Plan applies to the land:

- Leichhardt Local Environmental Plan 2013

In accordance with Section 1 (2) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, the following proposed Local Environmental Plan(s) applies to the land. The following proposed Local Environmental Plan has been the subject of community consultation or has been placed on public exhibition:

- Draft Inner West Local Environment Plan 2020

In accordance with Section 1 (3) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, The following Development Control Plan applies to the land:

- Leichhardt Development Control Plan 2013

2. Zoning and land use under relevant environmental planning instruments referred to in clause 1 (other than a SEPP or proposed SEPP)

Leichhardt Local Environmental Plan 2013

Zone IN2 Light Industrial

1 Objectives of zone

- To provide a wide range of light industrial, warehouse and related land uses.
- To encourage employment opportunities and to support the viability of centres.
- To minimise any adverse effect of industry on other land uses.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
- To support and protect industrial land for industrial uses.
- To retain existing employment uses and foster a range of new industrial uses to meet the needs of the community.
- To ensure the provision of appropriate infrastructure that supports Leichhardt's employment opportunities.
- To retain and encourage waterfront industrial and maritime activities.
- To provide for certain business and office premises and light industries in the arts, technology, production and design sectors.

2 Permitted without consent

Nil

3 Permitted with consent

Agricultural produce industries; Depots; Educational establishments; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Light industries; Neighbourhood shops; Oyster aquaculture; Places of public worship; Roads; Storage premises; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Air transport facilities; Airstrips; Biosolids treatment facilities; Boat sheds; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Centre-based child care facilities; Correctional centres; Crematoria; Eco-tourist facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extensive agriculture; Farm buildings; Forestry; Heavy industries; Home businesses; Intensive livestock agriculture; Hazardous storage establishments; Health services facilities; Helipads; Highway service centres; Home occupations (sex services); Information and education facilities; Livestock processing industries; Marinas; Markets; Mooring pens; Moorings; Offensive storage establishments; Open cut mining; Pond-based aquaculture Public administration buildings; Pubs; Registered clubs; Residential accommodation; Respite day care centres; Restaurants or cafes; Roadside stalls; Rural supplies; Shops; Stock and sale yards; Tourist and visitor accommodation; Waste disposal facilities

Draft Inner West Local Environmental Plan 2020

Proposed Zone IN1 General Industrial

1 Objectives of zone

- To provide a wide range of industrial and warehouse land uses.
- To encourage employment opportunities.
- To minimise any adverse effect of industry on other land uses.
- To support and protect industrial land for industrial uses.
- To protect industrial land in proximity to Sydney Airport and Port Botany and the Greater Sydney Commission's Eastern Economic Corridor.

2 Permitted without consent

Nil.

2. Zoning and land use under relevant environmental planning instruments referred to in clause 1 (other than a SEPP or proposed SEPP)

3 Permitted with consent

Agricultural produce industries; Depots; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Intensive plant agriculture; Kiosks; Light industries; Markets; Neighbourhood shops; Oyster aquaculture; Places of public worship; Roads; Take away food and drink premises; Tank-based aquaculture; Timber yards; Transport depot; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Commercial premises; Community facilities; Correctional centres; Eco-tourist facilities; Educational establishments; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Function centres; Health services facilities; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home-based child care; Home business; Home occupation; Home occupation (sex services); Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Offensive industries; Open cut mining; Passenger transport facilities; Pond-based aquaculture; Port facilities; Public administration buildings; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Respite day care centres; Restricted premises; Rural industries; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Water supply systems

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

NO

Whether the land includes or comprises critical habitat:

NO

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

NO

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

NO

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

The land **IS NOT** land to which *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* applies.

Note: In accordance with 2A of Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*, *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* **DOES NOT** apply to any land in the Inner West Council.

3. Complying Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
<p>Housing Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Low Rise Medium Density Housing Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Inland Code</p> <p>NO, the Inland Code does not apply to land within the Inner West Local Government Area.</p>
<p>Rural Housing Code</p> <p>NO, the Rural Housing Code does not apply to land within the Inner West Local Government Area.</p>
<p>Greenfield Housing Code</p> <p>NO, the Greenfield Housing Code does not apply to land within the Inner West Local Government Area.</p>
<p>Commercial and Industrial (New Buildings and Additions) Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Housing Alterations Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>General Development Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Commercial and Industrial Alterations Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Container Recycling Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Subdivisions Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Demolition Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Fire Safety Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>

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

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

The land **IS NOT** subject to any annual charges under Section 496B of the *Local Government Act 1993*.

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

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Compensation Act 2017*:

NO

6. Road widening and road realignment

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

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

The land **IS NOT** affected by a road widening or road realignment.

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

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

Land Slip	NO
Bushfire	NO
Tidal Inundation	NO
Subsidence	NO
Acid Sulphate Soils	NO
Any Other Risk (Other than Flooding)	YES. Council has adopted a policy which may restrict the development of the land if the potential for the risk of land contamination exists. This policy is Leichhardt Development Control Plan 2013 refer to Part C: Place Section 1 General Provisions - C1.8 Contamination. Persons relying on this certificate should refer to this Development Control Plan to satisfy themselves that the land is suitable for the intended use.

- (b) Whether or not the land is affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council that restricts the development of the land because of the likelihood of:

Land Slip	NO
Bushfire	NO
Tidal Inundation	NO
Subsidence	NO
Acid Sulphate Soils	NO
Any Other Risk (Other than Flooding)	NO

7A. Flood related development controls information

(1) Whether or not development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls:

YES.

Note. the land is identified in the Inner West Council's Flood Study and/or Estuarine Planning Levels Study. For more information, please contact Council's Stormwater and Development Team on 9392 5641.

(2) Whether or not development on the land or part of the land for any other purpose is subject to flood related development controls:

YES.

Note. the land is identified in the Inner West Council's Flood Study and/or Estuarine Planning Levels Study. For more information, please contact Council's Stormwater and Development Team on 9392 5641.

(3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

8. Land reserved for acquisition

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

The land **IS NOT** reserved, in part or whole, for acquisition by a public authority, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*.

9. Contributions plans

The name of each contributions plan applying to the land:

- (1) Leichhardt Development Contributions Plan No 1 – Open Space and Recreation (In operation from 18.1.05)
- (2) Leichhardt Development Contributions Plan No 2 – Community Facilities and Services (In operation from 23.8.05)
- (3) Leichhardt Transport and Access Contributions Plan (In operation from 3.11.99)

Note: The former Section 94 and 94A Development Contributions Plans are now known as Section 7.11 and Section 7.12 Local Infrastructure Contribution Plans under the *Environmental Planning and Assessment Act 1979*.

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 8 of the *Biodiversity Conservation Act 2016*) a statement to that effect.

The land **IS NOT** biodiversity certified land as defined 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*.

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

The land **IS NOT** 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*.

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

There are **NO** set asides areas on the land under section 60ZC of the *Local Land Services Act 2013*.

11. Bush fire prone land

If any of the land is bush fire prone land (as defined in section 4.14 of the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

The land **IS NOT** bush fire prone land as defined under the *Environmental Planning and Assessment Act, 1979*.

12. Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The land **DOES NOT** have an applicable property vegetation plan under the *Native Vegetation Act 2003*.

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

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

An order **HAS NOT** been made under the *Trees (Disputes Between Neighbours) Act 2006*.

14. Directions under Part 3A

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

There **IS NOT** a direction by the Minister in force under section 75P (2) (c1) of the *Environmental Planning and Assessment Act 1979* that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

Note: Developments may no longer be lodged under Part 3A of the Act and must now be processed via the State Significant pathways of Part 4.7 for State Significant Development and Part 5.2 for State Significant Infrastructure.

15. Site compatibility certificates and conditions for seniors housing

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 **DOES** apply to this land.

There **IS NOT** a current site compatibility (of which the Council is aware), issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land.

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

There **IS NOT** a valid site compatibility certificate (of which Council is aware) issued under clause 19 of *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land.

There **IS NOT** a valid site compatibility certificate (of which Council is aware) issued under clause 15 of *State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017* in respect of proposed development on the land.

17. Site compatibility certificates for affordable rental housing

There **IS NOT** a valid site compatibility certificate (of which the Council is aware), issued under clause 37 of *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land.

18. Paper subdivision information

- (1) There **IS NOT** any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) There **IS NOT** any subdivision order that applies to the land.
- (3) 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*.

19. Site verification certificates

A statement of whether there is a current site verification certificate, of which council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- a) the matter certified by the certificate, and

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

- b) the date on which the certificate ceases to be current (if any), and
- c) that a copy may be obtained from the head office of the Department

There **IS NOT** a current site verification certificate, of which the Council is aware, in respect of the land.

20. Loose-fill asbestos insulation

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

Council **IS NOT** aware of whether the land includes residential premises listed on the register maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

21. Affected building notices and building product rectification orders

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

NO

(2) A statement of:

a. Whether there is any building rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with:

NO

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

NO

(3) In this clause:

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

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

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

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

NO

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

NO

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

NO

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

NO

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

NO

THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.

Boarding House

This property is **NOT** registered with Council as a boarding house. Nevertheless, the provisions of *State Environmental Planning Policy (Affordable Rental Housing) 2009* may apply.

State Environmental Planning Policy (Concurrences) 2018

In February 2019, the NSW State Government introduced *State Environmental Planning Policy (Concurrences) 2018* that allows the Secretary of the Department of Planning, Industry and Environment (the Planning Secretary) to act on behalf of an approval body that requires concurrence under the following environmental planning instruments: *State Environmental Planning Policy (Infrastructure) 2007*, *State Environmental Planning Policy (Educational Establishments and Child Care Facilities) (2017)*, and *State Environmental Planning Policy (Sydney Region Growth Centres) (2006)*.

For more information go to: <https://www.legislation.nsw.gov.au/#/view/EPI/2018/764>

Draft Inner West Development Control Plan 2020

The Draft Inner West Development Control Plan 2020 is being exhibited concurrently with the Draft Inner West Local Environmental Plan 2020 and applies to land.

Additional Information

AUSTRALIAN NOISE EXPOSURE FORECAST (A.N.E.F.)

- The subject land is in the ANEF 20-25 contour.

Refer to Australian Noise Exposure Forecast (ANEF) Map available on Sydney Airport's website (<http://www.sydneyairport.com.au>).

For more information please contact:

Airservices Australia

Noise Enquiry Lines
The national number rings at the nearest local noise enquiry office.
National Noise Enquiry Line: 1800 802 584

Head Office Address:
Alan Woods Building
25 Constitution Avenue
Canberra ACT 2601

Postal Address:
GPO Box 367
Canberra ACT 2601

Phone: 02 6268 4111 or 1300 301 120

Fax: 02 6268 5683

ANEF information can be found under the Airservices Australia web site: <http://www.airservicesaustralia.com>

SYDNEY PORTS CORPORATION

Some land in the Inner West, located in the vicinity of the White Bay and Glebe Island ports may be affected by noise from port operations. If you consider that the subject land is, or is likely to be affected by port noise, please contact:

The Environment Operations Manager at:
Sydney Ports Corporation
Level 4, 20 Windmill Street
Walsh Bay NSW 2000
Telephone (02) 9296 4999

Information regarding outstanding notices and orders

For information regarding outstanding notices and orders a Certificate for outstanding notices or intention and/or an Order under section 735A of the *Local Government Act 1993* may be applied for at any of the Inner West Council's Service Centres in Ashfield, Leichhardt or Petersham.

General Message on matters not able to be included in this Certificate

The s10.7 Certificate provides information relating to the land itself. Persons should make their own enquiries into external matters which may affect the enjoyment of the land such as development consents on adjacent land, Park Plans of Management etc.

General Information

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

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

Any enquiries regarding State Environmental Planning Policies and should be directed to Planning and Environment.

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

General Information

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

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

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and section 2 of schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State Environmental Planning Policies should be directed to NSW Department of Planning, Industry and Environment.

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



HARJEET ATWAL
SENIOR MANAGER PLANNING

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

DIAGRAM OF SANITARY DRAINAGE

Municipality of LEIGHHARDT. SEWER AVAILABLE

Diagram No. 250762

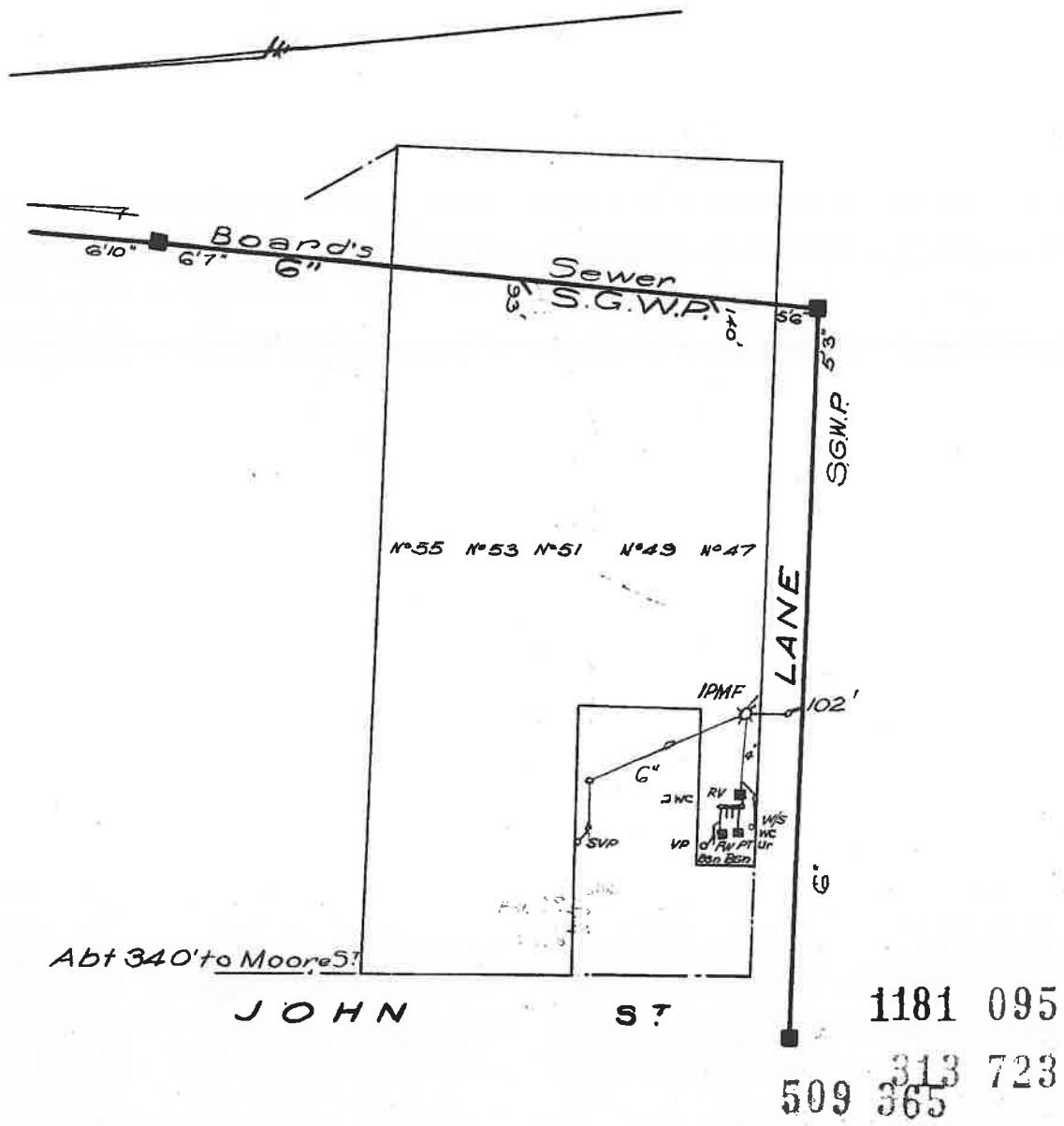
CORRUGATED PAPERS P/L

- SYMBOLS AND ABBREVIATIONS**
- ⊠ Boundary Trap
 - Pit
 - ⊞ Grease Interceptor
 - ⊞ Gully
 - ⊞ RT. P. Trap
 - ⊞ RS Reflux Sink
 - RV. Reflux Valve
 - VERT. Vertical Pipe
 - V.P. Vent. Pipe
 - S.V.P. Soil Vent. Pipe
 - D.C.C. Down Cast Cowl
 - C.E. Cleaning Eye
 - T. Tub
 - K.S. Kitchen Sink
 - W.C. Water Closet
 - B.W. Bath Waste
 - I.P. Induct Pipe
 - M.F. Mica Flap
 - Bsn. Basin
 - Shr. Shower
 - W.I.P. Wrought Iron Pipe
 - C.I.P. Cast Iron Pipe
 - F.W. Floor Waste
 - W.M. Washing Machine

Existing drainage shown by black lines Scale: 40 Feet to an inch Proposed new drainage shown by full blue lines.

This diagram is the property of the Owner and is to be returned to him on completion of the work.
 Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.
 The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer when the sewer becomes available it will be necessary to apply for a revised diagram.
 This work must be carried out in accordance with the Board's By-laws.

Note: Broken Lines denote assumed position of Drainage



SHEET No. 2313

19
FOR ENGINEER-IN-CHIEF

OFFICE USE ONLY						
..... W.C	Designed by	DATE	Inspector	FIRST VISIT	SUPERV'SN	PASSED DATE
..... Bth	Inspector	/ /	.....	/ /	/ /	/ /
..... Shr		.....	Date	Inspector	.....	/ /
..... Bsn	Examined by	/ /	Outfall	Checked	.....	/ /
..... K.S		.....	HL	.....	.....	.....
..... T	Chief Inspector	/ /	Drainer	COMPENSATION - MH. AC. VS.		
..... Plg		.....	IS	.....	.....	.....

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

Enquiry ID 3209339
Agent ID 112176669
Issue Date 04 Feb 2020
Correspondence ID 1700942863
Your reference DM:30103892:ROYA
L

SAI GLOBAL PROPERTY DIVISION PTY LTD
GPO Box 5420
SYDNEY NSW 2001

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D975061/11/B	47-55 JOHN ST LEICHHARDT 2040	\$2 976 667

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2020 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

This Certificate also relates to the following Land ID(s) contained in a single valuation with the above land: D975061/12/B, D975061/13/B, D975061/14/B, D975061/15/B

Yours sincerely,



Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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



landtax@revenue.nsw.gov.au

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

"5"
Requisitions on Title

COMMERCIAL REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) All rent should be paid up to or beyond the date of completion.
 - (f) Please provide details of any bond money held, which money is to be paid to or allowed to the purchaser on completion.
 - (g) If the bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (h) Please provide details of any security deposits and copies of any bank guarantees which are held by the vendor.
 - (i) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the security deposits, bank guarantees and any personal guarantees.
 - (j) Are there any sub-leases? If so, copies should be provided.
 - (k) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994* (NSW)?
If so:
 - (a) complete copies of the disclosure statements as required by the *Retail Leases Act 1994* (NSW) should be provided;
 - (b) a copy of a certificate given under Section 16(3) of the *Retail Leases Act 1994* (NSW) should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of the *Retail Leases Act 1994* (NSW)?
5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

7. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
8. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
10. When and where may the title documents be inspected?
11.
 - (a) **In these requisitions, *personal property, secured party, security agreement, security interest and verification certificate* have the same meanings as in the *Personal Property Securities Act 2009* (Cth).**
 - (b) **Are the inclusions or other items of personal property included in the sale (*inclusions*) subject to a security interest or has the vendor entered into any security agreement in respect of the inclusions and in respect of which the vendor has received, or waived its right to receive, a verification certificate? If so, please provide full details of the property the subject of the security interest, the nature of the security agreement giving rise to the security interest and the full name, address, ACN and/or ABN of the secured party or security agreement counterparty.**

- (c) If a security interest has arisen or been granted over **the inclusions**, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to **the inclusions**. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.

Rates and taxes

13. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
14. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
- (a) to what year has a return been made?
- (b) what is the taxable value of the Property for land tax purposes for the current year?
15. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey, Building, fencing, etc

16. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
17. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
- 18.
- (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations and instruments or former instruments been complied with?
- (b) Have there been any alterations to improvements since 1959 requiring the consent of the Local Council or other authority? If so, please provide details and evidence of consents.
- (c) Has the vendor a Building Information Certificate or Building Certificate? If so, it should be handed over on completion. Please provide a copy prior to completion.
- (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) Has there been any building work on the Property to which provisions of the *Home Building Act 1989* (NSW) apply? If so, please provide details and state whether the work was done pursuant to an owner/builder permit or by a licensed builder and provide details as to the permit, names of the parties and licence number(s).
19. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922* (NSW) or are there circumstances which would give rise to a notice or application under that Act in respect of the Property. If the answer is yes, please provide full details.
20. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
- (b) flooding or dampness of areas below ground levels?
- (c) functional problems with equipment such as air conditioning, roofs or inclinators, pool equipment, building management and security systems?
21. Are there any pipes or structures below the surface of the land which are not disclosed in the Contract?
22. Is there any development approval consent to use the Property which is not disclosed in the Contract?
23. Has all the structural work including any retaining walls been designed by a qualified structural engineer?
24. If the answer to any of Requisitions 20 to 23 is yes, please provide full details.
25. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property?
26. Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property. If so, please provide details and indicate if there are any proposals for amendment or revocation?
27. Is there a swimming pool in the Property to which the *Swimming Pools Act 1992* (NSW) applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

- 28.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 28(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW)?
29. Are any rainwater downpipes connected to the sewer? If so, they must be disconnected prior to completion.

Use and enjoyment of the Property

- 30.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
 - (c) Have the covenants and restrictions disclosed in the Contract been complied with?
31. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any building line fixed by the Local Council affecting the land?
 - (d) any judgment, order, decree or execution against the vendor or the Property?
 - (e) any suit current, pending or proposed in respect of the Property?
 - (f) any latent defects in the Property?
 - (g) the existence of any contamination in or on the Property including, but not limited to, materials or substances dangerous to health such as asbestos, fibreglass or polyethylene or other flammable or combustible material including cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
32. Has the vendor any notice or knowledge that the Property is affected by any of the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice, order or proposed order requiring work to be done or money to be spent on the Property or any footpath or road adjoining? Full details of any notice, order or proposed order must be provided. Any notice or order must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, the same must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
 - (g) any charge or liability including liability for restoration of the Property, or proceedings under the *Contaminated Land Management Act 1997* (NSW) or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or proceedings being commenced?
33. If the answer to any of Requisitions 32(a) to 32(g) is yes, please:
- (a) provide full details;
 - (b) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (c) provide full details regarding the extent of any non-compliance.
- 34.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land? If so, it must be shown that the vendor has a right thereto which will vest in the purchaser on completion.
 - (c) Do any service connections for any other property pass through the Property?
35. Has asbestos, fibreglass or other material injurious to health been used in the construction of the Property? If the answer is yes, please provide full details.
36. Is the Property required for the purpose of paying a fine or satisfying an order for compensation?

37. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Warranties and service contracts

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

Zoning

40. Is the vendor aware of the Property being subject to any existing or proposed instrument or former instruments under the *Environmental Planning and Assessment Act 1979* (NSW) or other restriction on user not disclosed in the Contract? If the answer is yes, please provide full details.

Capacity

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

Requisitions and transfer

42. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
43. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
44. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the power of attorney should be produced and found in order.
45. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
46. Searches, surveys, enquiries and inspection of title documents must prove satisfactory.
47. The purchaser reserves the right to make further requisitions prior to completion.
48. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Completion

49. Please confirm that on completion you will hand to us:
- (a) a discharge of any mortgage, a withdrawal of any caveat and removal of any priority notice;
 - (b) the Certificate of Title Folio Identifier;
 - (c) Transfer executed by the vendor;
 - (d) the vendor's copies of all leases and disclosure statements;
 - (e) notices of attornment;
 - (f) all keys in the possession of the vendor;
 - (g) original of any Building Information Certificate or Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
 - (h) instruction manuals and warranties for any plant belonging to the vendor;
 - (i) any third party guarantees together with appropriate assignments;
 - (j) any documents required for the purchaser to have benefit of any bonds;
 - (k) tax invoice;
 - (l) depreciation schedule;
 - (m) any documents required for the purchaser to have good title to any fixtures, fittings or personal property;
 - (n) information or devices necessary for the operation of the security system, air conditioning systems, building management systems, etc;
 - (o) any security deposits or bank guarantees pursuant to any of the leases; and
 - (p) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).

Off the plan contract

50. If the Contract is an off the plan contract:
- (a) Is the vendor aware of an inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licenced conveyancer or law practice.