

# Contract for the sale and purchase of land 2018 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	<b>Pulse Property</b> 3/12 Central Road, Miranda, NSW 2228	<b>Phone: 9525 4666</b>
co-agent		
vendor	<b>VL1 Pty Ltd A.C.N 618 981 918</b> 88B Baltimore Street, Belfield, NSW 2191	
vendor's solicitor	<b>Ishaks</b> Suite 3a, Level 2, 22 George Street, North Strathfield NSW 2137 Locked Bag 3114, Rhodes NSW 2138	<b>Phone: 02 8789 5201</b> <b>Fax: 02 9763 5556</b> <b>Ref: RN:RS:10164</b> <b>E:ritan@ishaks.com.au</b>
date for completion	<b>Refer to special condition 47</b>	(clause 15)
land (address, plan details and title reference)	<b>Proposed Lot ____ / 2 Actinotus Avenue , Caringbah South, New South Wales 2229</b> <b>Unregistered Plan: Lot ____ in unregistered plan which is part of Lot 144 on DP5606</b> <b>Folio Identifier 144/5606</b>	

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space

☐ none ☒ other: Townhouse

attached copies ☐ documents in the List of Documents as marked or as numbered:

☐ other documents:

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Refer to Schedule of Finishes		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

buyer's agent

**"See Annexure Page"**

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

**"See Annexure Page"**

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO☐ yes**Proposed electronic transaction** (clause 30)☒ no☐ YES**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☐ NO☒ yes**GST:** Taxable supply☐ NO☒ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO☒ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *RW 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.***RW payment (residential withholding payment) – further details***Frequently the supplier will be the vendor. However, sometimes further information will be required as to which  
entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.Supplier's name: **VL1 Pty Ltd A.C.N 618 981 918**

Supplier's ABN:

Supplier's business address: **88B Baltimore Street, Belfield, NSW 2191**Supplier's email address: **pnaproperty@live.com.au**Supplier's phone number: **0424 182 334**Supplier's proportion of *RW payment*: \$

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

**General**

- ☐ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 section information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

**Home Building Act 1989**

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

**Swimming Pools Act 1992**

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons for non-compliance

**Strata or community title (clause 23 of the contract)**

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1986
- ☐ 57 document relevant to off-the-plan sale

**Other**

- ☐ 58

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

### **IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

### **WARNING—SMOKE ALARMS**

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

### **WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### 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:

Australian Taxation Office  
Council  
County Council  
Department of Planning and Environment  
Department of Primary Industries  
East Australian Pipeline Limited  
Electricity and gas  
Land & Housing Corporation  
Local Land Services  
NSW Department of Education

NSW Fair Trading  
NSW Public Works Advisory  
Office of Environment and Heritage  
Owner of adjoining land  
Privacy  
Roads and Maritime Services  
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 stamp 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.

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>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>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>remittance amount</i>	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</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>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 18B of the Swimming Pools Regulation 2008).

## 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*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW 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 *RW 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 *RW payment*.
- 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- 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;
  - *remittance amount* payable;
  - *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate 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.
- 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 not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not 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, but only 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 *Lodgement 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*;
- 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*; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least *1 business day* before the *date for completion*.
- 30.10 At least *1 business day* before the *date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- 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 *Lodgement 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
- the vendor shall be taken to have no legal or equitable interest in the *property*;

30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</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 *remittance amount* 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 *remittance amount*.
- 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.

PROPOSED LOT 1-5/2 ACTINOTUS AVE CARINGBAH  
SOUTH NSW 2229

## SPECIAL CONDITIONS

### 32. DEFINITIONS

In this Contract these terms, in any form, mean:

***"Approvals"*** from any government, semi government, statutory, public or other authority having jurisdiction over the Development Site;

***"Architectural Plan"*** – proposed plan attached to this contract also referred to as concept plan;

***"Attached Requisitions"*** - the strata title requisitions attached to this Contract;

***"Bank Guarantee"*** – means an unconditional bank guarantee issued in favour of the Vendor from an institution and in a form acceptable to the Vendor in its absolute discretion;

***"Building"*** - the building to be constructed on the Development Site substantially in accordance with the Development Consent;

***"By-Laws"*** - as noted on draft Strata Plan or as Vendor determines prior to registration of Strata Plan pursuant to clauses 41, 49 and 50;

***"Common Property"*** - the common property the subject of the strata scheme;

***"Contract"*** – includes all documents annexed to this contract;

***"Completion Date"*** – Pursuant to clause 47.

***"Construction Amendments"*** -

- (i) Changes to the location of areas designed to be used primarily for storage or accommodation of motor vehicles or goods and not for human occupation;
- (ii) Relocation of columns;
- (iii) Changes to floor area or ceiling height;
- (iv) Changes to enable the proper construction of the Building;
- (v) Changes to the exterior of the Building;
- (vi) Changes to the internal layout of the unit forming part of the Property; and
- (vii) Changes to enable the provision of services including air conditioning within the Building or any one or more of them;

***"Council"*** – Sutherland Shire Council;

***"Defects"*** – subject to the claims permitted under the Home Building Act 1989 any defects or faults in the Property due to faulty materials or workmanship but excluding normal maintenance, normal wear and tear, minor shrinkage, minor settlement cracks, chips, scratches and blemishes;

***"Defects Period"*** - 3 months after the Completion Date;

***“Development Consent”*** - the determination of development application issued by the Canterbury City Council as amended and approved by Council from time to time;

***“Development Site”*** – Lot 144 in Deposited Plan 5606;

***“Dispute Resolution”*** means the process for a binding determination of a dispute by a single expert as detailed in clause 62.

***“Finishes Schedule”*** - the schedule attached to this Contract and titled “Finishes Schedule”;

***“FIRB”*** means the Foreign Investment Review Board

***“Floor Plan”*** means the draft floor plan of the development generally as annexed to the Contract and referred to as the Architectural Plan and as amended from time to time.

***“Guarantors”*** – pursuant to special condition 57 means directors and shareholders of the Corporation that is noted as the purchaser whether purchasing on behalf of a corporation or on behalf of a trust.

***“Interest Rate”*** - 10% per annum;

***“Management Act”*** - the Strata Schemes Management Act (NSW) 1996;

***“Normal Expenses”*** - the normal operating expenses payable from the administrative fund of an Owners Corporation for a Scheme of a similar kind including insurance and regular maintenance charges for landscaping and the like;

***“Occupation Certificate”*** - an Occupation Certificate under section 109C of the Environmental Planning and Assessment Act 1979 issued in respect of the Building or part of the Building that includes the Property;

***“Owners Corporation”*** - the Owners Corporation for the Strata Scheme;

***“Parcel”*** - the land comprising the lots and common property the subject of the Strata Scheme;

***“President”*** - the president for the time being of the Royal Australian Institute of Architects NSW chapter or his nominee;

***“Printed Conditions”***- means the conditions of sale in the NSW Standard Form contract for Sale of Land, 2017 edition;

***“Property”*** - the lot in the Strata Plan described on page 1 of this Contract;

***“Registration”*** - registration by the Registrar General;

***“Restricted matters” -***

- (i) the exercise of any of the Vendor’s rights;
- (ii) the carrying out of any of the Vendor’s obligations;
- (iii) the subject matter of any intention of or disclosure by the Vendor;
- (iv) anything required to ensure registration of any easement, covenant, lease, strata by-laws, the By-Law Instrument or the Strata Plan Instrument; and
- (v) the doing of anything or the giving effect to a requirement or the satisfaction of a condition imposed by an Authority or Council;

***“Right”*** – includes any benefit for the Vendor creates in clauses 41, 49, 50, 63, 64 and 65;

***“Selling and Leasing Activities”*** - in connection with the selling and leasing of lots in the Strata Scheme, the placement and maintenance on Common Property, but not the lot, of:

- (i) Signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia; and
- (ii) Stalls or associated facilities for the use of salespersons;
- (iii) Any event or function held on the common property (but not the lot);

***“Service”*** – any utility service to the Building;

***“Special Conditions”*** – means these special conditions

***“Special Expenses”*** - in relation to the Owners Corporation means its actual, contingent or expected expenses, except to the extent they are:

- (i) Normal Expenses;
- (ii) due to fair wear and tear;
- (iii) covered by a contribution levied before the completion date;
- (iv) in respect of future renewals and replacements which would usually be the subject of contributions to the sinking fund; or
- (v) disclosed or noted in this Contract;
- (vi) Insurance for the Owners Corporation;

***Strata Plan*** - a proposed plan of strata subdivision of the Development Site (draft attached to this Contract) with or without any changes permitted under this Contract;

***Strata Plan Instrument*** - the Section 88B Instrument (if any) to be registered with the Strata Plan with or without changes permitted under this Contract;

***Strata Scheme*** - the strata scheme constituted on registration of the Strata Plan

***Strata Title Legislation*** - the Strata Schemes (Freehold Development) Act 1973 and the Management Act; and

***Sunset Date*** – means 31 December 2019 or as extended under Special Condition 42;

***Unit*** - means the part of the Property the subject of this contract and including any balcony and car space that may be included in the Unit.

### **33. INTERPRETATION**

In this Contract unless the contrary intention appears, or the context otherwise requires, a reference to:

- (a) The singular includes the plural and vice versa;
- (b) Any gender includes all other genders;
- (c) A person includes a corporation, partnership, joint venture, association, authority, trust, state or government;
- (d) A person includes the person's executors, administrators, successors and substitutes, including persons taking by novation and assigns; and
- (e) A body or authority includes any replacement body, authority or person serving the same function or acting in the same capacity as that body or authority.
- (f) if there is any inconsistency between the terms of these Special Conditions and the Printed Conditions the terms of these Special Conditions shall prevail.
- (g) terms defined in this Contract are defined terms whether or not these terms are in italics.

### **34. GENERAL**

- (a) A reference to an Act includes any by-law, ordinance, regulation or rule made under that Act;
- (b) If the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected;
- (c) If there is conflict between these additional provisions and the printed provisions of this Contract, these additional provisions prevail;
- (d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of this Contract;



- (e) The word "includes" in any form is not a word of limitation;
- (f) Rights under this Contract which can apply after completion continue to apply after completion;
- (g) The Vendor does not promise, represent or state that any documents attached to this Contract are accurate or current;
- (h) The Vendor may at any time assign or novate the Vendor's interest in this Contract;
- (i) A reference to a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objectives as that body or authority;
- (j) For the purposes of clause 20.6.5;
  - (i) A document is taken to have been received on the date shown or recorded on the sending party's fax transmission report; and
  - (ii) This does not apply if the sending party's fax transmission report indicates a faulty or incomplete transmission.

### **35. VARIATIONS TO THE PRINTED CONDITIONS**

The Printed Conditions are amended as set out below:

- (a) Substituting '7 business days after the date the Vendor serves notice of registration of the strata plan' in place of 'at least 14 days before the completion date' in clause 4.1;
- (b) Substituting 1% in place of 5% in clause 7.1.1;
- (c) Substituting 7 days in place of 14 days in clause 7.1.3;
- (d) Substituting 1% in place of 10% in clause 7.2.1;
- (e) Deleting clauses 7.2.2 and 7.2.5. "One month" and "three months" in clauses 7.2.3 and 7.2.6 are replaced with "one week" and "two weeks" respectively;
- (f) Clauses 8.1.1 and 8.2.2 are deleted and replaced with  
 "8.1.1 the Vendor is unable or unwilling to comply with a requisition  
 8.2.1 the Vendor serves notice of intention to rescind that specifies the requisition; and".
- (g) In clause 10.2 add the words "improvements or finishes" after "inclusions".;
- (h) Printed Conditions clauses 12, 13.3.2, 14.4.1, 14.4.2, 14.8, 16.8, 19.2.3, 23.9 and 24-29 are deleted;

- (i) In clause 16.5, the words "plus another 20% of that fee" are deleted;
- (j) A new clause 20.6.8 is added stating "20.6.8 served on the next business day, where a document is served on a day that is not a business day."; and
- (k) In clauses 23.13 and 23.14 amend "7 days" to "2 business days".

### **36 NOTICES**

- (a) any notice to be given under this Contract may be delivered or sent by post, email, hand or facsimile.
- (b) must be sent to the address, email address, facsimile number of the recipient set out in this Contract;
- (c) can be relied upon by the recipient if it believes it to be genuine and authorised by the sender;
- (d) If the notice is given by facsimile or email it is regarded as delivered when recorded on the sender's transmission OK report (in the case of a facsimile) or when it is shown as sent on the sender's email unless, within 24 hours, the recipient informs the sender that it was received incomplete or illegible.
- (e) If sent by post it is regarded as delivered 3 business days after posting.

### **37 REAL ESTATE AGENT**

- (a) The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property by or through the medium of:
  - (i) A real estate agent; or
  - (ii) An employee of a real estate agent; or
  - (iii) A person having a connection with a real estate agent, other than the Vendor's agent - if any.
- (b) The Purchaser must at all times indemnify the Vendor from and against:
  - (i) Any claim for commission made by any person other than the Vendor's agent arising out of a breach of warranty; and
  - (ii) All actions, proceedings and expenses arising out of any such claim.

**38 BUILDING CERTIFICATE AND HOME OWNERS WARRANTY  
INSURANCE**

- (a) The Vendor attaches a Certificate of Insurance by way of disclosure under Section 96A of the Home Building Act 1989.
- (b) The Purchaser acknowledges that it has read and understands the Consumer Building Guide attached to this Contract.
- (c) The Purchaser cannot make a claim, requisition, rescind, terminate or delay completion in relation to anything contained in this additional special condition 38.

**39 APPROVALS, CONSTRUCTION AND COLOUR SELECTION**

Approvals.

On or before the Sunset Date, the Vendor at its own cost must use its reasonable endeavours to;

- (a) obtain all necessary approvals from each relevant authority for the construction of the building, and
- (b) construct and complete the parcel to enable the issue of the Occupation Certificate and construct/install the finishes in the parcel in a proper and workmanlike manner.
- (c) The issue of an Occupation Certificate in respect of the Property or the Building is conclusive evidence that the Vendor has complied with its obligations under this clause but shall not limit any right the Purchaser may have in relation to any defects or faults in the Property due to faulty workmanship or materials.

Construction.

- (a) Before completion the Vendor must procure:
  - (i) construction of the Building;
  - (ii) the finishing of the Property and the Building generally as is specified in the Finishes Schedule; and
  - (iii) installation in the Property and the Building as the case may be of the items specified in the Finishes Schedule;

- (b) All works must be carried out in a proper and workmanlike manner and in accordance with any relevant laws and the requirements of each relevant Authority;
- (c) The Vendor may change any Finish or any item to be installed in the Property or Common Property or any landscaping to another finish or item of similar quality;
- (d) The Purchaser is not entitled to make a claim, requisition or objection nor to rescind, terminate or delay completion in relation to clause 39 (c) above.
- (e) the Vendor may make any Construction Amendments.
- (f) if there is any discrepancy between the Schedule of finishes and any marketing, architectural or other material the Schedule of Finishes shall prevail.

Colour scheme.

The Purchaser must not object to the colour schemes as the Vendor may in its absolute discretion decide which colour scheme is to apply in respect of the lot and the Purchaser agrees that it shall have no objection to that selection.

**40 RECTIFICATION OF DEFECTS**

- (a) Subject to the Home Building Act 1989 if the Purchaser notifies the Vendor in writing of any defects within ninety (90) days of the completion date, the Vendor shall, at its cost, make good those Defects during or within a reasonable time after expiry of the Defects Period. The Purchaser may only issue one notice to the Vendor in respect of Defects.
- (b) The Purchaser must serve its notice of any Defects before the expiration of the Defects period.
- (c) Before completion the Purchaser cannot serve notice of any Defects unless the

Defects make the property uninhabitable in which event the Vendor must repair those Defects before completion.

- (d) An Occupation Certificate is conclusive evidence that there are no Defects which make the Property uninhabitable.
- (e) The Purchaser must give to the Vendor access at all reasonable times to rectify Defects.
- (f) If any disagreement arises in connection with this clause the Purchaser cannot make a claim or requisition or rescind or terminate this Contract and the disagreement must be referred for Dispute Resolution.
- (g) The Purchaser is entitled to one inspection of the Property. This inspection may only occur after practical completion of the Building (which will be advised by the Vendor to the Purchaser) and must be arranged by prior appointment with the Vendor at a mutually agreed date and time during normal business hours. The Purchaser is not entitled to delay completion if it is unavailable to inspect the Property at this date and time.
- (h) Unless noted at the inspection referred to in Special Condition 40 (g), matters for which no claim could be made under the Home Building Act will be deemed to have resulted from fair wear and tear of the Property and the Vendor is not obliged to repair or replace them.
- (i) If Cosmetic or Superficial Defects are noted at the inspection referred to in Special Condition 40 (g), the Vendor is not obliged to make good these Cosmetic or Superficial Defects before completion or occupation by the Purchaser, and the Vendor will rectify the Cosmetic or Superficial Defects at its cost as soon as is reasonably practicable after completion

#### **41 STRATA SCHEME**

The completion of this Contract is conditional upon each relevant Authority giving its approval of the documents necessary for the registration of the Strata Scheme on terms and conditions and in a form acceptable to the Vendor.

- (a) Before registration, the Vendor may make changes to the Strata Plan which the Vendor considers necessary or desirable including:
  - (i) the total number of lots;
  - (ii) the numbering of lots;

- (iii) the dimensions or areas of lots;
  - (iv) the location of lots; and
  - (v) the location of easements;
- (b) The Vendor has at the Contract date determined the unit entitlements as shown in the Strata Plan.
- (c) The Vendor can change the Unit entitlements shown in the Strata Plan to reflect the respective values of the lots in the Strata Plan in accordance with the Strata Titles Legislation or for any other reason including the granting of any other development consent arising from a new development application pursuant to clause 64.
- (d) Unless otherwise provided the Purchaser cannot make a claim or requisition or rescind or terminate in respect of any changes to the Strata Plan.
- (e) If the Vendor varies the Strata Plan so as to:
  - (i) reduce the area of the Unit or Property by more than 5%; or
  - (ii) Vary the location of the Unit to an extent which is other than minor when compared to the location on the draft Strata Plan attached to the Contract;
 then the Purchaser may rescind this Contract within 14 days of being notified by the Vendor of the relevant variation.
- (f) The Vendor can at any time serve upon the Purchaser a notice advising of amendments to the Strata Plan which may affect a relevant variation.
- (g) This right of rescission cannot be exercised in relation to a change in the Strata Plan resulting from a Construction Amendment of which notice was served by the Vendor except as provided for in clause 41 (e) (i) above.
- (h) If the Purchaser serves a rescission notice under this clause and the Vendor within 14 days of service of that notice serves notice on the Purchaser that it disputes the rescission, then the dispute must be referred to Dispute Resolution.

As the Property is, or on completion is to be, a lot in a Strata Scheme:

- (i) Clause 11 does not apply to anything with which the Owners Corporation must comply;

- (j) Clause 18.4 does not apply to anything which the Owners Corporation must insure;
- (k) The parties must adjust under clause 14.1:
  - (i) a regular periodic contribution to the administrative fund;
  - (ii) a regular periodic contribution to the sinking fund;
  - (iii) a regular periodic payment under a By Law; and
  - (iv) 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;
- (l) Normally, the Vendor is liable for any other contribution:
  - (i) if it was levied before the Completion Date; or
  - (ii) to the extent it relates to:
    - (1) money borrowed by the Owners Corporation; or
    - (2) work started by the Owners Corporation; or
    - (3) an obligation of the Vendor that arose, before the Completion Date;
    - (4) The Purchaser cannot make a claim or requisition or rescind or terminate in respect of special expenses of the Owners Corporation;
- (m) The Vendor can:
  - (i) make changes to the By-Laws;
  - (ii) create further easements, covenants and restrictions as to user in addition to those set out in the Strata Plan, the Strata Plan Instrument or in this Contract;
  - (iii) without limiting this clause, change the location of easements as set out in the Strata Plan; and
  - (iv) create further by laws in addition to or in replacement of those By Laws set out in the By-Laws,which the Vendor considers necessary or desirable.
- (n) The Purchaser cannot make a claim or requisition or rescind or terminate in respect of any change or creation in relation to clause 41 (m) above.
- (o) If there is any change or creation in relation to these matters which substantially detrimentally affects the property and the Vendor:

- (i) serves a notice advising of any change or creation in relation to these matters which in the opinion of the Vendor substantially detrimentally affects the Unit forming part of the Property the Purchaser can rescind but only, despite clause 19.1.1, within 7 days of service of that notice and this time is essential; or
- (ii) does not serve a notice the Purchaser can rescind but only, despite clause 19.1.1, within 7 days of the Vendor serving notice of registration of the Strata plan and this time is essential.
- (p) This right of rescission cannot be exercised in relation to a change or creation in relation to these matters resulting from a Construction Amendment of which a notice was served by the Vendor except as provided for in clause 39 (o) above.
- (q) If the Purchaser serves a rescission notice under this clause and the Vendor within 14 days of service of that notice serves notice on the Purchaser that it disputes the rescission, then the dispute must be referred to Dispute Resolution.

## **42 REGISTRATION OF PLANS AND EXTENSIONS OF TIME**

- (a) Completion of this Contract is subject to and conditional on registration of the Strata Plan on or before the Sunset Date.
- (b) The Vendor must use all reasonable endeavours to have the Strata Plan registered by the Sunset Date.
- (c) If the Strata Plan has not been registered by the Sunset Date either party may rescind the contract by written notice to the other party but must do so prior to the registration of the Strata Plan.
- (d) The Vendor intends, but is not obliged, to register the By-Laws.
- (e) The Vendor may serve a notice or notices extending the Sunset Date if construction of the building is delayed in whole or in part because of any cause, matter or thing beyond the control of the Vendor or as a result of the matters in 42 (f).



- (f) The Vendor shall be entitled to extend the Sunset Date by which the Strata Plan must be registered each day that the Vendor or its builders have been delayed by reason of:-
- (i) inclement weather or conditions resulting from inclement weather,
  - (ii) any civil commotion, combination of workmen or strikes or lock-outs affecting the progress of the works or affecting the manufacture or supply of materials for the construction of the property.
  - (iii) by reason of any delay in any approval required for the construction of the property by the property authority or authorities.
- provided that the Vendor may not extend the Sunset Date beyond 30 June 2020.

#### **43. TIME LIMITS**

- (a) If for any reason the Strata Plan is not registered by the Sunset Date, either party may, before registration of the Strata Plan, rescind this Contract by written notice to the other party. If the Strata Plan is registered before service of a notice under this special condition, neither party may rescind.
- (b) If this Contract is rescinded under this special condition, printed condition 19 applies and neither party will thereafter have any claim against the other for damages, costs or expenses whatsoever.

#### **44 VENDOR ASSIGNMENT OF RIGHTS**

- (a) The Purchaser acknowledges that the Vendor may transfer or encumber part or all of its interest in the Land to any third party before the completion date and it consents to an assignment of or novation of the rights and obligations of the Vendor under the contract.
- (b) If the Vendor assigns or novates its rights and obligations under the Contract, the Purchaser will sign any documents (that the Vendor determines is necessary to provide the Purchaser with the same rights and obligations from and to the assignee as exist from and to the Vendor under the Contract) between the Vendor and the Purchaser and an assignee or third party as required by the Vendor in respect of that assignment or novation.
- (c) The Vendor indemnifies the Purchaser against any stamp duty liability arising as a consequence of the application of this Special Condition but the Purchaser is not otherwise entitled to make any objection, requisition or claim for

compensation or to rescind, terminate or delay completion of the Contract as assigned or novated.

**45 NO CAVEAT**

The Purchaser must not lodge a caveat or notation on any Certificate of Title for the Development Site before registration of the Strata Plan.

**46 FORM OF REQUISITIONS**

The Purchaser is only entitled to serve requisitions on title in the form of the Attached Requisitions and the Vendor is not obliged to reply to any requisitions on title unless made in that same form and then only after registration of the Strata Plan.

**47 COMPLETION**

Completion date

- (a) the Vendor will notify the Purchaser when:
  - 1) the Strata Plan is lodged for registration; and
  - 2) the Strata Plan is registered,and the Completion Date occurs on the latest of:
  - 3) 14 days after the date the Vendor serves notice of registration of the Strata Plan;
  - 4) 14 days after the date the Vendor serves a copy of an Occupation Certificate; and
- (b) if the Strata Plan is registered before the date of this contract, the completion date occurs 20 Business Days after the date of this Contract.

**48 LATE COMPLETION**

- (a) For the purpose of clause 15:
  - (i) 3.00 pm on the day being not less than 14 days after the date of service of a notice to complete is a reasonable period to allow for completion; and

- (ii) without affecting any other right, a party who has issued a notice to complete under this Contract can, at any time before the expiration of the notice, revoke the notice by serving a notice of revocation.
- (c) If the Vendor issues a notice to complete, the Purchaser will be liable for and must pay on demand an amount of \$440.00 for the legal costs of the Vendor in issuing the notice.
- (d) In addition, the Purchaser shall pay to the Vendor the sum of three hundred and eighty-five dollars (\$385.00) inclusive of GST to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses to be allowed by the Purchaser as an additional adjustment on completion.
- (e) If the Purchaser fails to effect settlement after appropriate arrangements have been made, the Purchaser shall allow to the Vendor on settlement the sum of two hundred and twenty dollars (220.00) inclusive of GST for each instance.
- (e) If completion does not take place in accordance with clause 15 of the Printed Conditions and Special Condition 47:
  - (i) the Purchaser must pay interest on the unpaid balance of the price at the Interest Rate calculated daily from and including the Completion Date to but excluding the actual day of completion;
  - (ii) it is an essential term of this Contract that the interest must be paid on and as a condition of completion;
  - (iii) interest payable under this clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract;
  - (iv) the right to interest does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract; and
- (f) The Purchaser need not pay interest for any period during which completion has been delayed by the Vendor.

**49      MANAGING AGENT, BUILDING MANAGEMENT, OWNERS CORPORATION**

- (a)      The Purchaser acknowledges that:
  - 1)      if the Owners Corporation has already been established that the Owners Corporation may have already appointed a person nominated by the Vendor as managing agent , caretaker or building manager to assist in managing the Common Property and the Building and/or controlling the use of the Common Property by persons other than the Owners Corporation and occupiers of lots in the Strata Scheme and/or maintaining and repairing Common Property; or
  - 2)      if the Owners Corporation has not been established that the Vendor intends (but is not obliged) as soon as practicable after registration to procure that the Owners Corporation appoint a person nominated by the Vendor as managing agent , caretaker or building manager to assist in managing the Common Property and the Building and/or controlling the use of the Common Property by persons other than the Owners Corporation and occupiers of lots in the Strata Scheme and/or maintaining and repairing Common Property.
- (b)      The Purchaser or any proxy must vote in favour of any resolution or by-law required by the Vendor with respect to the appointment of a managing agent, caretaker or building manager after the date of the first annual general meeting of the Owners Corporation.
- (c)      The Purchaser is not allowed to make a claim, raise a requisition, delay completion or rescind or terminate this contract in respect of any matter referred to in this Special Condition.

**50      VENDOR'S RIGHTS AND DISCLOSURES**

**50.1 Creation of Rights**

- (a)      The Purchaser acknowledges that, at the date of this Contract, not all Rights may have been created.
- (b)      The Vendor may, if it considers it necessary or desirable for the Owners Corporation or itself, create or enter into any Right.

## **50.2 Exclusive use areas, Rights and telecommunications**

The Purchaser agrees that the Vendor may before or after the date of registration of the Strata Plan:

- (a) determine that certain areas within the Building or forming part of the Common Property are to be exclusively used by certain persons or for certain purposes and that the Vendor may cause appropriate by-laws and/or other measures to be created in order to establish such exclusive use rights;
- (b) create Rights to own and /or occupy the roof of the residential component of the Building and to own and operate facilities on or servicing the roof of the residential component of the Building, including cabling incidental to any such facilities; and
- (c) create Rights in respect of telecommunications cabling for one or more service providers to own and operate cabling and switch rooms on the Common Property and throughout the Building.

## **50.3 Building Works**

The Vendor discloses that:

- (a) the Vendor may carry out or permit the carrying out of building works of Land;
- (b) the Vendor may construct or cause to be constructed improvements including, without limitation, structure, buildings, roads, footpaths, and access ways over any part of the Land; and
- (c) The Vendor may refrain from doing any of these things.

## **50.4 Development**

- (a) The Vendor discloses that before or after completion of this Contract, there may be disruptions or inconveniences in connection with development works in the vicinity of the Property, including activates that may:
  - 1) cause noise, dust, vibration and disturbance to owners and occupiers of the Building Development;
  - 2) cause temporary interference with Services to the Building and the Development;
  - 3) require access to land (including airspace over the Building);
  - 4) obstruct views from the Building;
- (f) before completion of this Contract, the landscaping to the Development may not be completed, and the Vendor may complete the landscaping in its absolute discretion in stages

- (c) The Purchaser warrants that it will not make a complaint in relation to any development work or to noise emanating from the construction work unless it first establishes and documents the facts that;
  - 1. such noise occurs at times and intensities forbidden by government agency consent; and the entity responsible for the construction work has on more than 2 successive days refused reasonable requests by the Purchaser to limit the times and/or intensities of noise to levels permitted to government agency consent.

### **50.5 Floor Plan**

The Vendor discloses that:

- (a) the Floor Plan comprises the proposed layout of the Property as at the date of this Contract; and
- (b) the Final floor Plan of the Property may differ from the Floor Plan.

### **50.6 Car space & external storage**

- (a) If this Contract front page states that improvement include an external storage space, the Purchaser will be allocated an external storage space (with a minimum space of one cubic metre) in a location to be confirmed by the Vendor before completion;
- (b) If this Contract front page states that improvements include a car space or external storage space, the Vendor may in its absolute discretion, before completion, determine whether the car space or external storage space:
  - 1. forms part of the lot comprised in the Property
  - 2. in respect to the internal storage space only, will be an over car bonnet storage box located within the carspace or a separate storage space
  - 3. will be a separate utility lot; or
  - 4. will be in a different location to that set out by the Strata Plan.
- (c) The Vendor discloses and the Purchaser acknowledges that:
  - 1. the on site spaces, exclusive of service and visitor spaces, are not to be used by any person other than an occupant or tenant or resident of the Building. Any occupant, tenant, lessee or registered proprietor of the Building shall not enter into an agreement to lease, licence or transfer ownership of any car space to any person other than an occupant, tenant or resident of the Building and that a restriction on user and /or Right may be registered on title to the Property substantially in accordance with the terms of this Special Condition;
  - 2. a restriction on user pursuant to sections 39 of the Strata Schemes (Freehold Development) Act 1973 may burden all utility car spaces in the Strata Scheme; and

3. no car spaces in the Building can be used as storage space.
- (d) The Purchaser agrees that pipes and conduits (or the like) for services may before and after registration of the Strata Plan need to be located in or near Common Property or that part of the Property that is designated for storage space and/or car spaces and that Rights may need to be created in respect to such pipes and conduits (or the like), provided that such pipes or conduits (or the like) or Rights do not prevent the storage spaces and/or car spaces being utilised for storage or the parking of motor vehicles as the case may be.
- (e) The Vendor discloses and the Purchaser acknowledges that:
- (1) it may be a condition of the Development Consent that visitor parking spaces in the Building must not at any time be allocated, sold, transferred, or leased to an individual owner or occupier and must strictly be retained as Common Property by the Owners Corporation for use by visitors of the Building; and
- (2) a restriction on user and/or Right may be registered on title to the Property and/or the Common Property substantially in accordance with the terms of this Special Condition.
- (f) The Vendor discloses and the Purchaser acknowledges that any car space designated as an Adaptable Car Space can only be used for the parking of one vehicle.
- (g) The Vendor discloses and the Purchaser acknowledges that owners, tenants and occupiers of the Building are not eligible to participate in any existing or proposed Council on-street resident parking schemes.

### **50.7 Balconies**

The Purchaser acknowledges that Balconies forming part of the Building are not designed to be weatherproof and the Purchaser will not require the Vendor to weatherproof any Balcony.

### **50.8 Property address**

The Purchaser acknowledges that;

- (a) after the date of this Contract the Vendor may apply for further street addresses or a change in street address for the Property; and
- (b) as at the date of the Contract the Vendor may not have obtained approval from the Council, Australia Post or any other Relevant Authority as to address of the Property.

## **50.9 Purchaser's obligations**

In respect of any matter referred to in Special Conditions 48.1-48.8 inclusive, the Purchaser:

- (a) is not entitled to make a claim, raise a requisition, delay completion or rescind or terminate the Contract;
- (b) must vote in favour of any motion for a general meeting resolution proposed by the Vendor pursuant to its rights under this Special Condition;
- (c) must vote against any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation the passing of which would curtail or inhibit the rights of the Vendor under this Special Condition;
- (d) indemnifies the Vendor against all losses, damages, liabilities, costs and expenses incurred by the Vendor if the Purchaser breaches the Special Condition; and
- (e) if it contracts to sell the Property, will include in its contract for sale a provision in favour of the Vendor requiring the Purchaser under that Contract to observe these Special Conditions as though it were the Purchaser under this Contract.

## **51 OUTGOINGS**

### **Council rates.**

If at completion no separate assessment for council rates for the Property for the current year has been issued then:

- (a) No regard is to be had to the actual assessment when it issues;
- (b) The Purchaser agrees to accept \$1,200.00 as the amount payable for council rates for the Property for the year current at completion which amount must be adjusted, on the basis that it is paid, on completion in accordance with clause 14; and
- (c) The Vendor must pay any assessment of council rates which may be issued for the Property or the Parcel for the year current at completion when such assessment is issued.

### **Land Tax.**

Land Tax shall be adjusted on completion.

- (a) No regard shall be had for the actual assessment
- (b) The Purchaser agrees to accept \$1,200.00 as the amount to be adjusted at completion and will be adjusted on the basis that it is paid in accordance with clause 14.



**Water rates.**

If at completion no separate assessment for water and sewerage rates or usage for the Property for the quarter current at completion has been issued then:

- (a) No regard is to be had to the actual assessment when it issues;
- (b) The Purchaser agrees to accept \$220.00 as the amount payable for water and sewerage rates and usage for the Property for the quarter current at completion which amount must be adjusted, on the basis that it is paid, on completion in accordance with clause 14; and
- (c) The Vendor must pay any assessment of water and sewerage rates which may be issued for the Property or the Parcel for the quarter current at completion when such assessment is issued.

**Strata Levies**

If at completion the Owners Corporation has not been formed or regular periodic contributions have not been determined for the Lot then :

- (a) No regard is to be had to any actual levy when it issues; and
- (b) The Purchaser agrees to accept \$400.00 as the amount payable for the regular contribution for the Lot for the quarter current at completion which amount must be adjusted, on the basis that it is paid, on completion in accordance with clause 14.

**Owners Corporation Strata Insurance**

The Purchaser agrees to accept \$500.00 as the amount payable per annum for Strata Insurance for the Lot which amount must be adjusted, on the basis that it is paid, on completion in accordance with clause 14 notwithstanding the terms of the Owners Corporation Strata Insurance (if already obtained).

**52 SERVICES**

- (a) The Purchaser is not entitled to make a claim, raise a requisition, delay completion or rescind or terminate this Contract in respect of the location, lack of or defect in any Service or in respect of any right required to be granted for any Services.

- (b) The Purchaser acknowledges that the Vendor has no responsibility for installation of Services other than those that the Vendor may be required to provide by an Authority with jurisdiction over the development.
- (c) Without limiting paragraphs (a) and (b) the Purchaser is not entitled to make a claim, raise a requisition, delay completion or rescind or terminate this contract if an updated drainage diagram or sewer reference sheet showing connections after completion of the Building is not available at completion.

## **53 REPRESENTATIONS AND WARRANTIES**

- (a) The provisions set out in this Contract contain the entire agreement between the parties at the Contract date despite any:
  - (i) negotiations or discussions held; or
  - (ii) documents signed or brochures produced,
 before the Contract date.
- (b) In entering into this Contract, the Purchaser has not relied on any warranty or representation made by or any other conduct of:
  - (i) the Vendor; or
  - (ii) any person on behalf of the Vendor,
 except those expressly provided in this Contract or in legislation.
- (c) The Purchaser is relying entirely upon the Purchaser's own enquiries relating to:
  - (i) the fitness or suitability for any particular purpose of the Property;
  - (ii) the Purchaser's obligations and rights under this Contract;
  - (iii) any financial return, income and investment advice despite:
    - (1) any forecasts or feasibilities; and
    - (2) information relating directly or indirectly to the purchase of the Property by the Purchaser as an investment on any basis whatsoever,
 provided to the Purchaser by or on behalf of the Vendor
- (d) The Purchaser:
  - (i) accepts the Property in the Property's state of repair and condition at the Completion Date and subject to all latent and patent defects; and

- (ii) cannot make a claim or requisition or rescind or terminate in respect of:
  - (1) the state of repair or condition of the Property at the Completion Date; or
  - (2) any latent or patent defects; or
  - (3) any other matter referred to in this clause.

#### **54 NOTATIONS ON TITLE AND EXISTING ENCUMBERANCES**

The Purchaser cannot make a claim or requisition or rescind or terminate in respect of the existence of notations on the Certificate of Title issued or to be issued in respect of the Common Property and the existence of notations on the Certificate of Title issued or to be issued in respect of the Property in respect of any matter:

- (a) disclosed or noted in this Contract; and
- (b) contemplated by this Contract

If at completion there is noted on any Certificate of Title for the Property a mortgage or caveat the Purchaser must on completion accept a discharge of that mortgage or a withdrawal of that caveat in registrable form so far as it relates to the Property.

If at completion there is noted on any Certificate of Title for the Property a caveat lodged by or on behalf of:

- (i) the Purchaser;
  - (ii) any assignee of the Purchaser's interest under this contract; or
  - (iii) any person claiming through or under the Purchaser
- the Purchaser must complete despite the notation of that caveat.

#### **55 RECISSION**

Without affecting any other right of the Vendor, if the Purchaser:

- (a) is a Corporation and before completion;
  - 1) enters into a scheme of arrangement for the benefit of its creditors.

- 2) enters into a scheme;
  - 3) has an order made to wind it up;
  - 4) resolves to go into liquidation;
  - 5) has a liquidator, provisional liquidator or administrator appointed to it;
  - 6) has a petition for its winding up presented and not withdrawn within 30 days of presentation;
  - 7) has a mortgagee enter into possession of all or a substantial part of its assets;
  - 8) is deemed to be unable to pay its debts; or
  - 9) has a receiver or manager appointed to all or a substantial portion of its assets; or
- (b) is an individual who before completion:
- 1) dies;
  - 2) becomes incapable because of unsoundness of mind to manage the Purchaser's own affairs;
  - 3) becomes mentally ill; or
  - 4) is declared bankrupt,

then the Vendor may terminate this Contract and the provisions of clause 59 (d) (1) of the Special Conditions and clause 9 of the Printed Conditions apply.

## **56 AUTHORITY TO ACCEPT SERVICE**

The Purchaser appoints the Purchaser's solicitor as its agent to receive service of any legal process or other document on its behalf without excluding any other means of service permitted by law.

## **57 GUARANTEE**

- (a) In consideration of the Vendor entering into this Contract at the request of the guarantor, the guarantor:
- (i) guarantees to the Vendor:
    - (1) payment of all moneys payable by the Purchaser; and

- (2) the performance by the Purchaser of all other obligations, under this Contract; and
- (ii) indemnifies the Vendor against any liability, loss, damage, expense or claim incurred by the Vendor arising directly or indirectly from any breach of this Contract by the Purchaser.
- (b) This guarantee and indemnity is a principal obligation of the guarantor and is not collateral to any other obligation.
- (c) The liabilities of a guarantor are not affected by:
  - (i) the granting to the Purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the Purchaser; or
  - (ii) the death, bankruptcy or liquidation of the Purchaser, the guarantor or any one of them; or
  - (iii) reason of the Vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the Purchaser, the guarantor or any other person; or
  - (iv) the Vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the Vendor by law or by any contract or arrangement with the Purchaser, the guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
  - (v) the Vendor obtaining a judgment against the Purchaser, the guarantor or any other person for the payment of the moneys payable under this Contract.
- (d) This guarantee and indemnity will continue notwithstanding:
  - (i) the Vendor has exercised any of the Vendor's rights under this contract including any right of termination; or
  - (ii) the Purchaser is wound up; or
  - (iii) the guarantee and indemnity is for any reason unenforceable either in whole or in part.

- (e) this guarantee and indemnity:
  - (i) is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the Vendor to the guarantor;
  - (ii) may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the Purchaser to the Vendor; and
  - (iii) extends to the entire amount that is now owed or that may become owing at any time in the future to the Vendor by the Purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the Vendor under this Contract.
- (f) If any payment made to the Vendor by or on behalf of the Purchaser or the guarantor is subsequently avoided by any statutory provision or otherwise:
  - (i) that payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
  - (ii) the Vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- (g) The Vendor can proceed to recover the amount claimed as a debt or damages from the guarantor without having instituted legal proceedings against the Purchaser and without first exhausting the Vendor's remedies against the Purchaser.
- (h) It is an essential term of this Contract that the guarantor signs this Contract.

## **58 FIRB**

1. (a) The Purchaser must on or before the date of this Contract notify the Vendor of its FIRB status
- (b) If the Purchaser does not indicate that it is a Foreign Resident then the Purchaser warrants that the Commonwealth cannot prohibit completion of the transfer of the property to the Purchaser under the FIRB Act.
- (c) If for any reason FIRB prohibits the transfer of the property to the Purchaser at any time before completion, then;

- (i) the Purchaser must immediately notify the Vendor of the prohibition in writing; and
- (ii) the Vendor may terminate the Contract by giving written notice to the Purchaser at any time after the Vendor learns of that prohibition and printed condition 9 of the Contract applies.
- (d) The Purchaser indemnifies and will keep indemnified the Vendor against all losses, damages, liabilities, claims, costs and expenses incurred by the Vendor arising out of any breach of this special condition by the Purchaser.

## **59. DEPOSIT**

- a) The parties authorise and direct the Depositholder to invest the deposit in an interest-bearing account with a financial institution selected by the Depositholder.
- b) The Purchaser must provide the Depositholder with the purchaser's tax file number on or before exchange by completing the tax file number and FIRB notification form annexed to this Contract.
- c) The Purchaser must provide the Depositholder with any other information or assistance necessary for the purposes of the investment of the deposit. If the Purchaser fails to do so within 3 Business Days after the date of this Contract (and in this respect time is of the essence) then, despite any other provision in the Contract to the contrary, all interest earned on the investment of the deposit will be paid to the Vendor.
- d) If the Contract:
  - 1. is properly terminated, the party that properly terminates the Contract is entitled to the deposit and any interest earned on the investment of the deposit and the parties authorise the Depositholder to release the deposit and any interest earned on the investment of the deposit to the party that properly terminates the Contract;

2. is disclaimed by a liquidator or trustee in bankruptcy appointed to the Purchaser, the parties authorise the Depositholder to release the deposit and any interest earned on the deposit to the Vendor; or
  3. is rescinded on account of breach by the Vendor, the Purchaser is entitled to the deposit and any interest earned on the investment of the deposit and the parties authorise the Depositholder to release the deposit and any interest earned on the investment of the deposit to the Purchaser
- e) If for any reason other than default on the part of the Vendor, the Purchaser does not complete this Contract on or before the completion date, the Vendor is entitled to any interest earned on the investment of the deposit and the parties authorise the Depositholder to release the interest earned on the investment of the deposit to the Vendor.
- f) Subject to clause 59 (c) and 59 (h) if paragraphs (d) and (e) do not apply, on completion each party becomes entitled to a half-share of the interest earned on the investment of the deposit and the parties authorise the Depositholder to release a half share of the interest earned on the deposit to both the Purchaser and the Vendor.
- g) The parties authorise the Depositholder to deduct its reasonable administrative costs of investing and redeeming the deposit from the interest accrued on the deposit.
- h) The Depositholder has no obligation to invest the deposit:
1. until the Purchaser gives the Depositholder its tax file number (unless the Purchaser is a Foreign Person) and, if the Purchaser fails to provide its tax file number within 3 Business Days after the date of this Contract, it has no entitlement to interest earned on the deposit (see paragraph (c));



2. unless the deposit is paid in cash or by cheque and is equal to a minimum of 10% of the price;
  3. until the whole of the deposit is paid;
  4. if the settlement date is anticipated to be less than 90 days after the Contract date; or
  5. if the Purchaser has notified the Vendor that it intends to substitute a cash deposit with a Bank Guarantee in accordance with the terms of this Contract
- i) At no time is the Vendor or the Purchaser entitled to receive any of the interest earned on the investment of the deposit before this Contract is completed or terminated.

The Depositholder is not liable to the Vendor or Purchaser for loss of interest on the deposit, however occurring (other than by reason of fraud).

## **60 BANK GUARANTEE**

- (a) This clause applies if the Vendor accepts a bank guarantee for the deposit or any part of the deposit.
- (b) If the bank guarantee has an expiry date, that date must be at least six months after the Sunset Date and, the Purchaser must, if completion has not taken place, at least 3 months prior to that expiry date, serve a replacement bank guarantee. That replacement bank guarantee must not expire until at least 1 year after the Sunset Date.
- (c) The obligations of the Purchaser under this clause are essential.

## **61     PRIVACY ACT**

The Purchaser consents to its personal information being used or disclosed by the Vendor in connection with the Vendor's business or as specified in any applicable privacy statement and to its private information being disclosed by the Vendor if required by law.

The Purchaser acknowledges and agrees that the Vendor may collect information about the Purchaser set out in the contract and may disclose that information to the Vendor's agent, the Vendor's financier or financial advisor, external service providers or persons with whom the Vendor deals in its business.

## **62     DISPUTE RESOLUTION**

A dispute required to be referred to Dispute Resolution shall be resolved by the following process;

- (a)     The parties must within 14 days of the dispute arising refer the disagreement to a single expert appointed by the Law Society of NSW agreed upon by the parties, or in default of agreement nominated by the President;
- (b)     The parties must pay equally any expense or cost of the single expert that are required to be paid prior to the single expert's determination;
- (c)     The single expert shall be at liberty to adopt such means to inform themselves as to basis of the dispute and gather any information necessary to make their expert determination as they make elect, although each party must be provided with an opportunity to inform the single expert of any fact, matter or circumstance they believe is relevant to the determination.
- (d)     the single expert's determination shall be conclusive and binding on the parties; and
- (e)     the cost of the single expert's determination must be borne by the party against whom the single expert's decision is made or, if there is no such party, then by the party or parties who the expert determines is or are to bear the costs.

## **63     SELLING AND LEASING**

- (a)     Both before and following completion the Vendor, its agents and other persons on behalf of the Vendor may conduct Selling and Leasing Activities on the land, Common Property or in the Building.

- (b) place and maintain in, on and about the land, Common Property or the Building (but not on the Property) an office or other facility for salespersons and managing agents, and
- (c) place and maintain in, on and about the land, Common Property or the Building (but not on the Property) signs in connection with those selling or leasing activities.
- (d) Use any lot as a demonstration unit for exhibition to prospective Purchasers of any property within the Strata Scheme (other than the Property, which may be used as a demonstration unit only until the final inspection) as the Vendor in its absolute discretion thinks fit.
- (e) The Purchaser agrees that it has no rights to display signage of any type (including without limit, real estate sale or leasing signs in locations visible from outside the Property or on or near the Property.
- (f) This clause shall not merge on completion.

#### **64 DEVELOPMENT CONSENT AND VARIATIONS**

1. Without limiting the generality of this Contract, the Purchaser acknowledges that it was informed by the Vendor before signing this Contract that
  - (a) the Vendor is considering various options to develop possible commercial lots and residential levels; and
  - (b) the Vendor has prepared a draft Strata Plan and other information with respect to some or all of the possible options but they do not constitute a promise, representation or warranty on the part of the Vendor that the Parcel will be developed in line with the draft Strata Plan.
2. The vendor discloses that the vendor may make:
  - a) a new development application to Council; and/or
  - b) applications to Council under section 96 of the Environmental Planning and Assessment Act 1979 for approval of a modification of the existing Development Consent, including, but not limited to, applications in relation to any of the following:
    - i) staged construction;
    - ii) amending the timing and/or order of construction;

- iii) amending the number and layout of units in Buildings;
  - iv) amending the approved use from residential to commercial on the ground floor
  - v) amending the number of levels in any Building;
  - vi) relocating car spaces and amending car park entry and exits;
  - vii) amending external finishes
  - viii) any other Development Consent application required by the vendor; and
  - ix) any modification of the existing Development Consent required by the vendor
3. If the vendor does not obtain Council's approval for a new development application or of the modification of the existing Development Consent on terms satisfactory to the vendor (in its absolute discretion) then the vendor may proceed to carry out the Development in accordance with the current Development Consent.
4. The Vendor is not required to obtain the Purchaser's approval to the application for approval of any new Development Consent and/or modification of the existing Development Consent.

## **65 PURCHASER'S AGREEMENTS**

### **(a) Restricted Matters**

the Purchaser must:

- (i) vote against any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation the passing of which would prevent, curtail or inhibit the Restricted Matters;
- (ii) vote in favour of any motion or use all reasonable endeavours to procure any mortgagee of the property to vote in favour of any motion for a resolution proposed for consideration by a

meeting of the Owners Corporation to implement or give effect to the Restricted Matters; and

- (iii) do all things reasonably required by the Vendor to give effect to the Restricted Matters.

(b) **Proxy**

- (i) The Purchaser must deliver to the Vendor and must use all reasonable endeavours to procure any mortgagee of the Property to deliver to the Vendor, whenever requested by the Vendor, either:
- (ii) An executed form of proxy naming the Vendor's nominee as the Purchaser's proxy holder; or
- (iii) An executed nomination notice naming the Vendor's nominee as the Purchaser's company's nominee,  
in such form as the Vendor reasonably requires to enable the Vendor's nominee to attend and vote at any meeting of the Owners Corporation in favour of any notion for a resolution proposed for consideration by a meeting of the Owners Corporation to implement or give effect to the Restricted Matters.
- (iv) The Purchaser must not revoke any form of proxy or nomination without the Vendor serving a notice consenting to the revocation.
- (v) The Purchaser must use all reasonable endeavours to procure any mortgagee of the Property to agree not to revoke any form of proxy or nomination without the Vendor serving a notice consenting to the revocation.
- (vi) The Purchaser must not do anything to invalidate any form of proxy or nomination.
- (vii) The Vendor may exercise its rights more than once.

## **66 REPLACEMENT OF ATTACHMENTS**

- 66.1 At any time before completion the Vendor may serve notice that it wishes to replace a document attached to this contract other than the Printed Conditions and these Special Conditions with another document (a copy of which will be forwarded with the notice).
- 66.2 From and including the day a notice under clause 66.1 is served, the replaced document is taken to no longer be attached to this contract and the document substituted for it is taken to be attached to this contract.
- 66.3 The Purchaser is not entitled to make a claim, raise a requisition, delay completion or rescind or terminate this contract for any matter arising out of the replacement of an attachment under this clause.

## **67 SEWER DIAGRAMS**

Attached is a draft sewer diagram which may change prior to settlement. The Purchaser cannot make a claim or requisition or rescind or terminate in respect of any change or alteration in relation resulting from this clause.

## **68 DEPOSIT LESS THAN TEN PERCENT**

Despite any other provision of this Contract, if:

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

## **Additional Special Condition A - GST Withholding**

- A.1 The purchaser must provide the vendor with any information reasonably requested by the vendor to enable it to determine whether any supply by the vendor under this contract will give rise to an obligation on the purchaser to remit the Withheld GST.
- A.2 The vendor will provide a written notice to the purchaser as required in accordance with section 14-255 of Schedule 1 to the TAA prior to completion (**vendor notification**).
- A.3 This clause A.3 applies if the vendor notification confirms that the purchaser is required to remit the *Withheld GST*.
- (a) Subject to having received the vendor notification pursuant to clause A.2, the purchaser must:
    - (i) lodge a notification with the ATO in the approved form in accordance with subsection 16-160(2) of Schedule 1 to the TAA (**purchaser notification**) no later than 5 Business Days prior to Completion;
    - (ii) If the vendor notification is provided to the purchaser less than 5 Business Days prior to Completion, the purchaser must lodge the purchaser notification with the ATO within 1 Business Day of receiving the vendor notification; and
    - (iii) direct the ATO in the purchaser notification to communicate with the purchaser via email.
  - (b) The purchaser must provide written evidence of lodgement of the purchaser notification to the vendor within 1 Business Day of the purchaser notification being lodged with the ATO, including providing to the vendor:
    - (i) a copy of the purchaser notification; and
    - (ii) a copy of any receipt together with any payment reference number and lodgement reference number received by the purchaser from the ATO in response to the purchaser notification.
  - (c) At the direction of the vendor as stipulated in the vendor notification, the purchaser must provide the vendor (or the vendor's nominee) with a settlement cheque on or before completion that is payable to the Deputy Commissioner of Taxation for the amount of the Withheld GST.
  - (d) If the purchaser provides a settlement cheque in accordance with subclause A.3(c), the vendor:
    - (i) undertakes to send that cheque to the ATO within 10 Business Days of completion; and
    - (ii) will provide the purchaser with a receipt for that cheque within a reasonable period from completion.
  - (e) If the purchaser does not comply with its obligations under this clause, the vendor can delay completion until such time as the vendor is satisfied that the purchaser has complied or will comply with its obligations under this clause.
  - (f) Where the parties have elected to settle electronically through the electronic platform provided by Property Exchange Australia Limited (PEXA):

- (i) the purchaser acknowledges and agrees that the vendor will create the destination line in the electronic workspace for the Withheld GST; and
  - (ii) if the payment of the Withheld GST to the ATO is made by the purchaser through that electronic platform, subclauses A.3(c) and A.3(d) do not apply.
- (g) If and to the extent that, in addition to the purchaser notification, the purchaser is required to notify the ATO of completion or any other transaction details the purchaser must:
  - (i) complete and electronically submit such notification (including Form 2) to the ATO immediately following completion, or such other earlier time as required by the ATO; and
  - (ii) immediately after receiving a receipt from the ATO for such notification, notify the vendor in writing of such notification including providing a copy of that ATO receipt.
- (h) The purchaser indemnifies the vendor for all costs, interest and penalties incurred by the vendor following a failure of the purchaser to comply with its obligations under this clause.
- (i) Subject to the purchaser complying with its obligations under this clause, the parties agree that the purchaser's payment of the Withheld GST in accordance with this clause will satisfy the purchaser's obligation to pay a portion of the consideration under this contract that is equal to that amount. For the avoidance of doubt, if and to the extent that the purchaser does not comply with this clause, the vendor retains the right to payment of the full consideration payable under this contract.
- (j) In this clause:
  - (i) **ATO** means the Australian Taxation Office and includes a reference to the Commissioner of Taxation and Deputy Commissioner of Taxation, and vice versa, as required;
  - (ii) **Completion** means the Date for Completion;
  - (iii) **Form 2** means "Form 2: GST property settlement date confirmation" provided on the ATO website, or any such equivalent form as notified by the ATO;
  - (iv) **TAA** means the Taxation Administration Act 1953 (Cth);
  - (v) **Withheld GST** means the amount the purchaser is required to withhold and to pay to the ATO in accordance with section 14-250 of Schedule 1 to the TAA in relation to the sale made under or in connection with this contract.





LAND  
REGISTRY  
SERVICES

# Title Search

# InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 144/5606

SEARCH DATE	TIME	EDITION NO	DATE
3/4/2018	9:14 PM	3	30/6/2017

## LAND

LOT 144 IN DEPOSITED PLAN 5606  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP5606

## FIRST SCHEDULE

VL1 PTY LTD

(T AM527512)

## SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AM527513 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

## NOTATIONS

UNREGISTERED DEALINGS: NIL

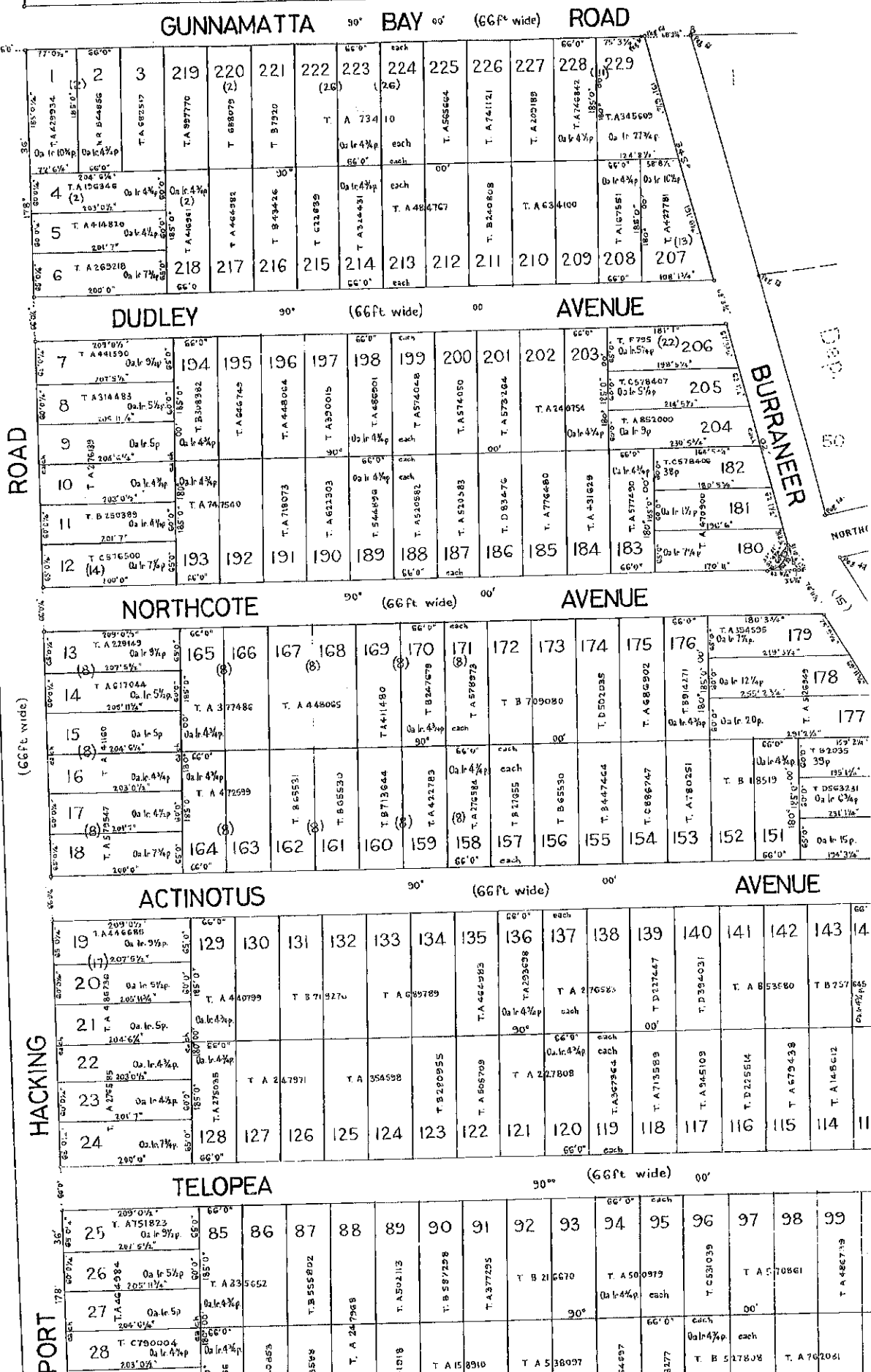
\*\*\* END OF SEARCH \*\*\*

10164

PRINTED ON 3/4/2018

\* 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, 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 95B(2) of the Real Property Act 1900.

D. P 5606



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D.P. 5606

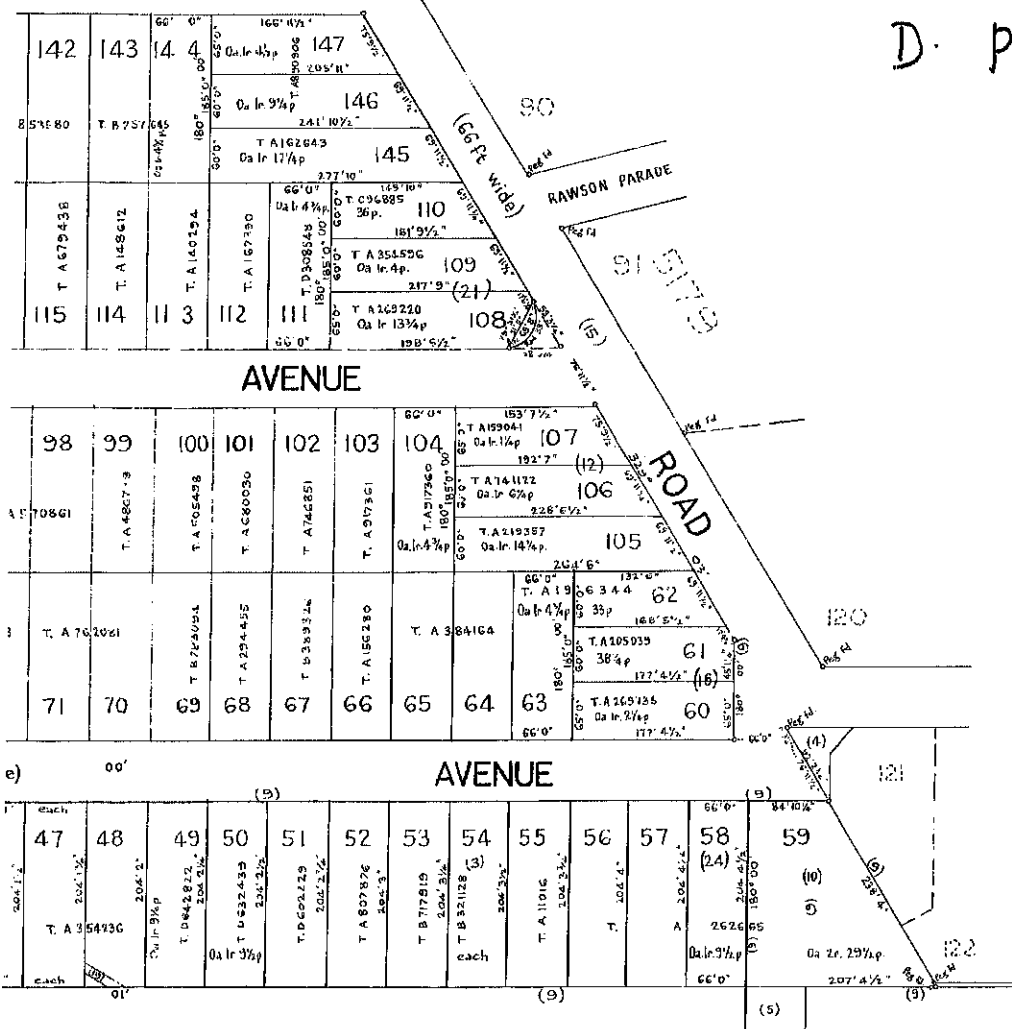
## NOTES

No.	Lot	Particulars
(1)	43-46	F.P. 306155
(2)	44-46	Resumed for Pub. School Purps Gg 24.7.31 to 2.7.35. N.R. CB6050. F.P. 191913
(3)	54	F.P. 314133
(4)	59	Resumed for Road Purps Gg 24.7.31 to 2.7.35. N.R. CB6050. F.P. 191913
(5)	148	F.P. 335106
(6)	148	F.P. 335106
(7)	4546-144	F.P. 334031
(8)	4546-144	Resumed for Pub. School Purps Gg 5.9.47 to 2.06.9
(9)	59	Vide Ex. Sur. 48-41
(10)	59	F.P. 361769. Sur.
(11)	228 & 229	F.P. 367065
(12)	106 & 107	F.P. 368183
(13)	207	F.P. 377886
(14)	12	F.P. 388150
(15)		Query re road name. vide 55M.8795
(16)	60 & 61	F.P. 396658
(17)	19 & 20	F.P. 397952. Sur.
(18)	20 & 20	F.P. 397952. Sur.
(19)	48	Drainage easement in favour of Council. vide 679112
(20)	77	F.P. 407115. Sur.
(21)	108 & 109	F.P. 407671
(22)	206	F.P. 411225. Sur.
(23)	31	D.P. 508077 (Sur)
(24)	58	D.P. 532380 (Comp)
(25)	43 & 44	D.P. 538777 (Comp)
(26)	211-214	D.P. 539121 (Sur)

D. p. 5606

VENUE

D. P. 5606



Sgd. H. F. Halloran L.S.

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 5606	FEET INCHES	METRES
3	6 3/4	1.085
6	7 1/4	2.015
6	9 3/4	2.075
12	6	3.81
15	3 1/4	4.655
17	4 1/4	5.29
17	6 1/4	5.34
18	6	5.64
20	11 3/4	6.395
24	4 1/4	7.425
31	5	9.875
31	10 1/4	9.71
33	-	10.06
36	-	10.975
42	11	13.08
42	11 1/2	13.095
45	1 1/4	13.75
52	4 1/4	15.955
58	5 1/4	17.76
58	6 1/2	17.895
60	-	18.29
60	0 1/4	18.295
60	5 1/2	18.43
62	1 1/2	18.935
62	2 3/4	18.965
63	-	19.2
63	0 1/4	19.21
65	-	19.81
65	0 1/4	19.82
66	-	20.115
66	0 1/4	20.125
67	1 3/4	20.465
67	3 3/4	20.515
67	11 1/4	20.705
67	11 1/2	20.715
67	11 3/4	20.72
68	3 3/4	20.82
69	7 7/8	21.25
69	8	21.325
69	11 3/4	21.33
72	9 1/8	22.175
74	6 1/4	22.765
75	3 1/4	22.94
75	9 1/2	23.1
75	9 3/4	23.11
76	11 1/2	23.455
77	0 1/8	23.475
77	0 1/2	23.48
84	10 1/4	25.865
90	7 1/4	27.615
98	5 1/4	30.005
108	1 3/4	32.965
124	8 1/2	38.01
132	6	40.385
145	10	44.45
153	7 1/2	46.825
159	1 7/8	48.51
159	2 1/2	48.525
164	5 3/4	50.13
165	6 1/2	50.43
166	11 1/2	50.89
170	11	52.1
177	4 1/2	54.06
180	3 3/4	54.96
186	5 3/4	55.01
181	1	55.19
181	9 1/2	55.41
185	-	56.39
185	0 1/4	56.39
191	6 1/4	58.38
192	7	58.7
193	3 1/2	58.92
194	3 1/4	59.21
195	-	59.44
195	1 3/4	59.48
196	6	59.69

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 5606		CONTINUED	
FEET INCHES		METRES	
196	8 1/2	59.96	
198	5	60.48	
198	5 1/4	60.48	
198	5 1/2	60.49	
200	-	60.96	
201	7	61.44	
203	0 1/2	61.89	
203	10 1/4	62.13	
203	10 1/2	62.14	
203	10 3/4	62.15	
203	11	62.15	
203	11 1/4	62.16	
203	11 1/2	62.17	
203	11 3/4	62.17	
204	-	62.18	
204	0 1/4	62.19	
204	0 1/2	62.19	
204	0 5/8	62.2	
204	0 3/4	62.2	
204	1	62.2	
204	1 1/4	62.21	
204	1 1/2	62.22	
204	1 3/4	62.22	
204	2	62.23	
204	2 1/4	62.24	
204	2 1/2	62.24	
204	2 3/4	62.25	
204	3	62.26	
204	3 1/4	62.26	
204	3 1/2	62.27	
204	3 3/4	62.27	
204	4	62.28	
204	4 1/4	62.29	
204	4 1/2	62.29	
204	6 1/4	62.34	
205	11	62.76	
205	11 3/4	62.78	
206	10 1/2	63.06	
207	4 1/2	63.21	
207	5 1/8	63.22	
207	5 1/2	63.23	
209	0 1/2	63.72	
209	0 3/4	63.72	
214	5 1/2	65.37	
217	9	66.37	
219	3 1/4	66.83	
228	6 1/2	69.66	
230	5 3/4	70.25	
231	1 1/4	70.44	
238	4	72.64	
241	10 1/2	73.72	
255	2 3/4	77.79	
264	6	80.62	
277	10	84.68	
291	2 1/4	88.75	
AC RD P		SQ M	
-	-	33	834.7
-	-	35	885.2
-	-	36	910.5
-	-	38	961.1
-	-	38 1/4	967.5
-	-	39	986.4
-	1	1 1/4	1043
-	1	1 1/2	1050
-	1	2 1/4	1069
-	1	4	1113
-	1	4 1/4	1119
-	1	4 1/2	1126
-	1	4 3/4	1132
-	1	5	1138
-	1	5 1/4	1144
-	1	5 1/2	1151
-	1	6 1/4	1170
-	1	6 3/4	1182
-	1	7 1/4	1195

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 5606			CONTINUED
AC	RD	P	SQ M
- 1	7	1/2	1201
- 1	7	3/4	1208
- 1	8	1/4	1220
- 1	8	3/4	1233
- 1	9		1239
- 1	9	1/4	1246
- 1	9	1/2	1252
- 1	10	3/4	1284
- 1	12	1/4	1322
- 1	13	3/4	1359
- 1	14	1/4	1372
- 1	15		1391
- 1	15	1/2	1429
- 1	17	1/4	1448
- 1	20		1518
- 1	27	3/4	1714
- 2	29	1/2	2770

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF:  
LOT 1 IN DP 1254706

LGA: SUTHERLAND SHIRE  
Locality: CARINGBAH SOUTH  
Parish: SUTHERLAND  
County: CUMBERLAND

This is a **\*FREEHOLD/\*LEASEHOLD** Strata Scheme

## Address for Service of Documents

2 ACTINOTUS AVENUE  
CARINGBAH SOUTH

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

\* Model By-laws for residential strata schemes together with:

Keeping of animals: Option \*A/\*B

Smoke penetration: Option \*A/\*B


(see Schedule 3 Strata Schemes Management Regulation 2016)

\* The strata by-laws lodged with the plan.

## Surveyor's Certificate

I LACHLAN LEONARD HILLARD YOUNGRAMSAY SURVEYORS PTY LTDof PO BOX 2244 CARLINGFORD 2118

being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* 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: 19 JUNE 2019Surveyor ID: 8676Surveyor's Reference: 8570

^ Insert the Deposited Plan number or Dealing number of the instrument that created the easement

## Strata Certificate (Accredited Certifier)

I ..... being an Accredited Certifier, accreditation number....., certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

\*(a) This plan is part of a development scheme.

\*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* 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 *Strata Schemes Development Act 2015*.

Certificate Reference: .....

Relevant Planning Approval No: .....

issued by: .....

Signature: .....

Date: .....

^ Insert lot numbers of proposed utility lots.

Office Use Only

Office Use Only

Registered:

## VALUER'S CERTIFICATE

I ..... being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*.

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

## SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT
1	
2	
3	
4	
5	
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
- 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

## STREET ADDRESS SCHEDULE

LOT No	UNIT No	ADDRESS No	ROAD NAME	ROAD TYPE	LOCALITY
CP		2	ACTINOTUS	AVENUE	CARINGBAH SOUTH
1	1	2	ACTINOTUS	AVENUE	CARINGBAH SOUTH
2	2	2	ACTINOTUS	AVENUE	CARINGBAH SOUTH
3	3	2	ACTINOTUS	AVENUE	CARINGBAH SOUTH
4	4	2	ACTINOTUS	AVENUE	CARINGBAH SOUTH
5	5	2	ACTINOTUS	AVENUE	CARINGBAH SOUTH

Office Use Only

Office Use Only

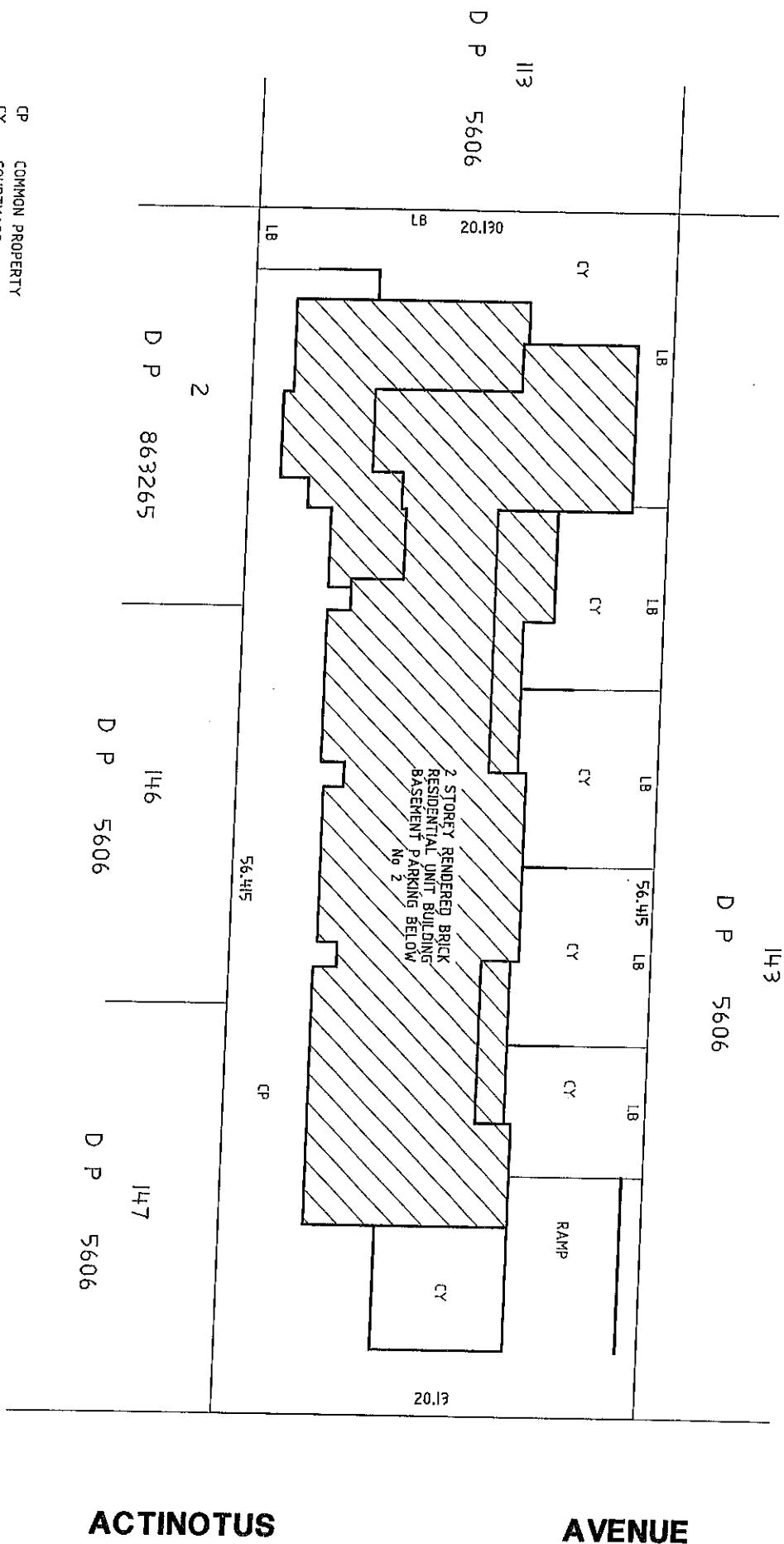
Registered:

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
- 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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

# LOCATION PLAN



CP COMMON PROPERTY  
CY COURTYARD  
LB THE LOT BOUNDARIES ARE COINCIDENT WITH THE PARCEL BOUNDARY.

## SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 19 JUNE 2019

Reference: 8570

PLAN OF SUBDIVISION OF LOT 1 IN DP 1254706

LGA: SUTHERLAND SHIRE

Locality: CARINGBAH SOUTH

Reduction Ratio: 1: 200

Lengths are in metres.

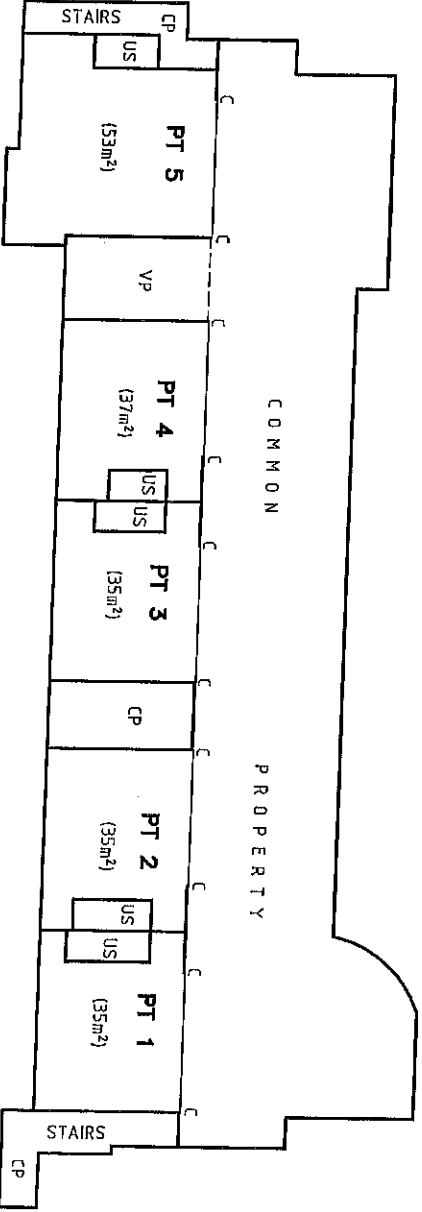
Registered:

Registered:

ACTINOTUS

AVENUE

BASEMENT LEVEL



- C CORNER OF WALL
- CP COMMON PROPERTY
- VP VISITOR PARKING (CP)
- US INACCESSIBLE AREA UNDER STAIRS (CP)

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

**SURVEYOR**

Name: LACHLAN LEONARD HILLARD YOUNG  
Date: 19 JUNE 2019  
Reference: 8570

**PLAN OF SUBDIVISION OF LOT 1 IN DP 1254706**

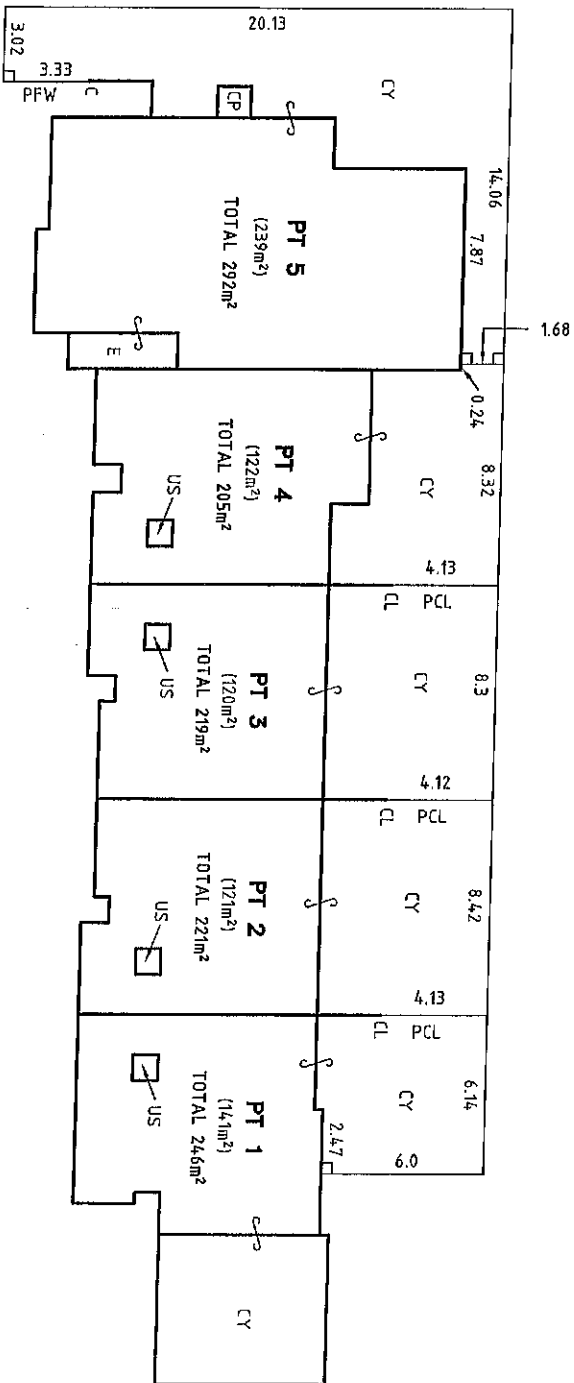
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

LGA: SUTHERLAND SHIRE  
Locality: CARINGBAH SOUTH  
Reduction Ratio: 1: 200  
Lengths are in metres.

Registered:

Registered:

GROUND LEVEL

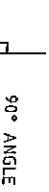


AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

THE STRATUM OF THE ENTRY IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF ITS HARDEST BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT, EXCEPT WHERE COVERED WITHIN THESE LIMITS, AND IN DEPTH TO 3 METRES BELOW THE AFOREMENTIONED UPPER SURFACE, EXCEPT WHERE THERE IS A TILED OR CONCRETE BASE.

- C CORNER OF WALL
- CL CENTRELINE OF WALL
- CP COMMON PROPERTY
- CY COURTYARD
- E ENTRY
- US INACCESSIBLE AREA UNDER STAIRS (CP)
- PCL PROLONGATION OF THE CENTRELINE OF WALL
- PFW PROLONGATION OF THE FACE OF WALL



SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 19 JUNE 2019

Reference: 8570

PLAN OF SUBDIVISION OF LOT 1 IN DP 1254706

LGA: SUTHERLAND SHIRE

Locality: CARINGBAH SOUTH

Reduction Ratio: 1: 200

Lengths are in metres.

Registered:

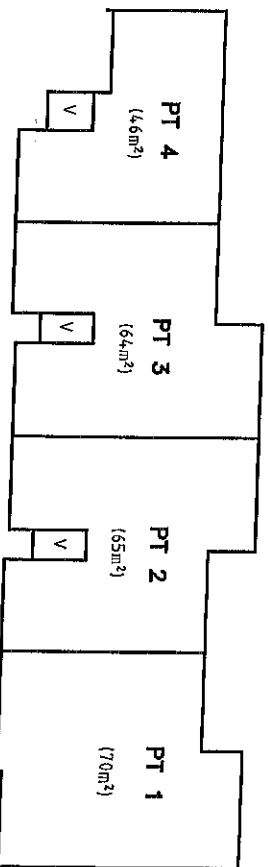
Registered:

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



LEVEL ONE



CP COMMON PROPERTY  
V VOID (CP)

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, ONLY.

SURVEYOR

Name: LACHLAN LEONARD HILLARD YOUNG

Date: 19 JUNE 2019

Reference: 8570

PLAN OF SUBDIVISION OF LOT 1 IN DP 1254706

LGA: SUTHERLAND SHIRE

Locality: CARINGBAH SOUTH

Reduction Ratio: 1: 200

Lengths are in metres.

Registered:

Registered:

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

INSTRUMENT SETTING OUT THE TERMS OF BY-LAWS TO BE  
 CREATED UPON REGISTRATION OF THE STRATA PLAN  
INSERT ADDRESS

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By-Law 3. Vehicles .....	3
By-Law 4. Obstruction of Common Property.....	3
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(ii) the cost of issuing an invoice for the debt; and .....	5
(iii) all legal costs incurred in connection with the recovery of the debt. ....	5
By-Law 7. Behaviour of Owners and Occupiers .....	6
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## **By-Law 1. Definitions and Interpretations for By-laws**

In these By-Laws, unless the context otherwise requires or permits:

**Act** is the Strata Schemes Management Act 2015 (NSW) as amended from time to time.

**Air Conditioning** means the air conditioning unit, motor, compressor, pipes, wiring, cabling support bracket and ducting that services an individual lot.

**Balcony door** means the balcony door/s installed to each individual lot.

**Door Closer** means the door closer installed to each individual unit front entry door.

**Exhaust Fans** means an exhaust or extraction fan, wiring, cabling or ducting that services an individual lot.

**Intercom System** means the intercom handset installed to each individual lot

**Invitee** means an invitee of an Owner or Occupier.

**Local Council** means the local council for the relevant strata plan.

**Lot** means any lot in the strata plan.

**Maximum number of persons** means up to two persons per bedroom;

**Minor Work** means works of a non-structural nature that do not cause a breach of Fire Regulations or any insurance policy held by the Owners Corporation.

**Occupier** means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

**Owner** means the Owner of a Lot.

**Owners Corporation** means Owners Corporation created by the registration of the strata plan.

**Permissible short term accommodation** means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

**Prohibited short term accommodation** means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

**Retail/Commercial lot** means a Lot in the Strata Plan as the context requires and this definition applies whether either lot is used or approved for retail or for some other commercial use.

**Small dog** means a dog which at its full grown size does not exceed 10 kilos



**Ventilation System** means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual lot.

In these by-laws, unless the context otherwise requires:

- a) a word which denotes the singular includes plural and vice versa;
- b) a word which denotes any gender includes the other genders;
- c) any terms defined in the Strata Schemes Management Act 2015 will have the same meaning as given to them in that Act.
- d) references to legislation include references to amending and replacing legislation.

**Unlawful short term accommodation** means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

## **By-Law 2. Noise**

An Owner or Occupier of a lot must not create or permit the creation of any noise on a lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using Common Property.

## **By-Law 3. Vehicles**

1. An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
2. The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.
3. The vehicle of any owner or occupier of a Lot must only be parked in the car space or spaces forming part of that Lot.
4. An Owner or Occupier must ensure that the parking designated as visitors parking is for the use of Genuine Visitors only.
5. A period in excess of 24 hours, or any lesser period on a repetitive basis shall not be permitted without the prior written consent of the Owners Corporation.

## **By-Law 4. Obstruction of Common Property**

An Owner or Occupier of a lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

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**By-Law 5. Damage to Lawn and Plants on Common Property**

An Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation:

1. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
2. use for his or her own purposes as a garden any portion of the Common Property.

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**By-Law 6. Damage to Common Property**

1. An Owner or Occupier of a lot must:
  - (a) except to the extent permitted by statute, not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owners Corporation; and
  - (b) ensure that neither the Owner nor any Occupier or their Invitees does or allows to happen anything within or on the Lot or Common Property which causes any damage to Common Property.
2. An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.
3. Subject to the conditions contained in these by-laws, this by-law does not prevent an Owner or person authorised by an Owner from installing:
  - (a) any locking or other safety device for protection of the Owner's lot against intruders or to improve safety within the Owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces or walls in the Owner's lot providing any device does not breach Fire Safety Regulations and the device does not alter the exterior view of the lot, or
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner by an approved installer and must have an appearance, after it has been installed, 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 or structure referred to in by-law 6 (clause C) that forms part of the Common Property and that services the lot;
  - (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, structure or sign referred to in clause 3 that forms part of the Common Property and that services the lot; and
  - (c) In the event that an Owner or Occupier fails to complete the remedial work then these parties indemnify the Owners Corporation for the full cost, should the Owners Corporation carry out the remedial work.
6. In the event that an Owner breaches this by-law or by-law 5 (so that Common Property requires repair), the Owners Corporation may:
  - (a) recover from that Owner the cost of repairing the damage caused to Common Property; or
  - (b) if insurance pays for all of that damage to Common Property, recover from that Owner any excess relating to the insurance claim; or
  - (c) if insurance pays for part of that damage to Common Property, recover from that Owner any Excess relating to the insurance claim and the remaining cost of repairing the damage caused to Common Property.
7. The Owners Corporation may issue an invoice to any person referred to in clause 8 for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Act, that invoice may be sent to that address. Notwithstanding this clause, any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.
8. Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Act with respect to outstanding contributions.
9. In relation to expenses:
  - (a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:
    - (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
    - (ii) the cost of issuing an invoice for the debt; and
    - (iii) all legal costs incurred in connection with the recovery of the debt.
  - (b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any

expenses for which that person is liable under this by-law.

- (c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.
- (d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

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### **By-Law 7. Behaviour of Owners and Occupiers**

An Owner or Occupier of a lot, including a visitor to the lot when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another lot or to any person lawfully using Common Property. All Owners, Occupiers and/or their visitors must be respectful of other Owners' and Occupiers' right to peaceful enjoyment of the Common Property and their Lots.

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### **By-Law 8. Children Playing on Common Property**

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

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### **By-Law 9. Behaviour of Invitees**

An Owner or Occupier of a lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or any person lawfully using Common Property.

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### **By-Law 10. 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.

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**By-Law 11. Hanging of Washing**

1. An owner or occupier of a lot must not hang washing on any part of the lot viewable from outside of the lot (including the balcony area of the lot).
2. An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
3. An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
4. An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
5. In this clause:

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

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**By-Law 12. Cleaning Windows and Doors**

1. An Owner or Occupier of a lot is responsible for cleaning all interior and reasonably accessible exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is Common Property.
2. Balconies must not be washed in a manner that will cause water to discharge through balcony overflow pipes onto the units or Common Property below.
3. The Owners Corporation may resolve to arrange for the cleaning of windows otherwise inaccessible to one or more Owners and Occupiers at the cost of the Owner or Occupier.

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**By-Law 13. Storage of Inflammable Liquids and Other Substances and Materials**

1. An Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation, use or store on the lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
3. Storage of combustible materials and flammable materials, including fuels, in the car park, including individual garages, is strictly prohibited.

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**By-Law 14. Changes to Flooring Coverings**

1. An owner or occupier of a lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
2. All new flooring in the Building must satisfy one or both of the following:
  - (a) it must have at least a 4-star AAAC impact rating for floors, being the rating set by the Association of the Australian Acoustical Consultants; or
  - (b) the flooring must result in or satisfy an L'nT,w rating of 50 or less.
3. This by-law does not affect any requirement under any law to obtain a consent to, approval for, or any other authorisation for the changing of the floor covering or surface concerned.
4. By-law 2 applies to all floor coverings and this by-law is subject to by-law 2.

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**By-Law 15. Floor Coverings**

1. An owner of a lot must ensure that all floor space within the lot:
  - (a) is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot; and
  - (b) complies with by-law 14.2.
2. This by-law and by-law 14 do not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

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**By-Law 16. Garbage Disposal**

1. An Owner or Occupier of a residential lot;
  - a. must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
  - 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;

- c. must ensure the waste material is kept in the allocated storage area and kept in a clean and safe state at all times in accordance with the conditions of Council consent;
  - d. must have adequate and hygienic waste storage, disposal and collection arrangements and for ensuring the waste storage area is appropriately maintained and kept in a clean and safe state at all times; and
  - e. must ensure that receptacles for the removal of waste, recycling are put out for collection the day prior to the collection and returned the following day.
2. 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.

### **By-Law 17. Keeping of Animals**

1. Subject to Section 139 (5) of the Act an Owner or Occupier of a residential lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the Common Property.
2. If an Owner or Occupier of a lot keeps a cat, small dog or small caged bird on the lot then the Owner or Occupier of a lot must:
  - a. notify the Owners Corporation that the animal is being kept on the lot;
  - b. keep the animal within the lot;
  - c. carry the animal when it is on Common Property;
  - d. take such action as may be necessary to clean all areas of the lot or the Common Property that are soiled by the animal; and
  - e. ensure the animal does not cause disturbance to other residents.
3. An Owner or Occupier may not in any event keep on a Lot more than one of any of a cat, small dog or small caged bird, except with the Corporation's prior written consent.

### **By-Law 18. Appearance of Lot**

1. The Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. Notwithstanding clause 1, an Owner or Occupier of a lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the lot.
3. This By-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 11.

4. The Owner or Occupier of lot must maintain the planter boxes annexed to their lot. In the event that the planter areas are not maintained to a standard in keeping with that of others lots the Owners Corporation may maintain the planter area, with reasonable costs incurred in maintaining the area, charged to the Owner or Occupier of such lot.
5. The Owner or Occupier of a lot must ensure that all window and door dressings shall be of light neutral tones and where with a pattern, such that the pattern is also of light neutral tones and not obtrusive.
6. The Owner or Occupier of a lot must ensure that Barbeques on balconies and/or courtyards are kept covered when not in use.
7. All furniture on balconies must be unobtrusive and in keeping with the aesthetics of the building.
8. No items (other than motor vehicles) are to be placed or stored in a lot's car space except in a storage container which has been approved by the strata committee.

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#### **By-Law 19. Preservation of Fire Safety**

The Owner or Occupier of a lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or Common Property.

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#### **By-Law 20. Prevention of Hazards**

The Owner or Occupier of a lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another lot or any person lawfully using the Common Property.



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**By-Law 21. Compliance with Planning and Other Requirements**

1. The Owner or Occupier of a lot must ensure that their lot is not used for any purpose that is prohibited by law or that requires approval or authorisation of an authority including the local council or under any law, without that approval or authorisation.
2. Every Owner and Occupier must ensure that their lot is only used as a permanent dwelling or domicile unless that lot can lawfully be used for another purpose, or unless the relevant Owner or Occupier obtains Council approval to use their lot for another purpose, in which the lot may be used for that other purpose.
3. No Owner or Occupier may use their lot, or allow their lot to be used, for unlawful short term accommodation.
4. Every Owner and Occupier must take all reasonable steps to ensure that their lot is not used for unlawful short term accommodation.
5. You must ensure that your lot is not advertised or promoted including on Airbnb or any similar website for any use which is prohibited by this by-law
6. You must ensure that your apartment is not occupied by more than the maximum number of persons.
7. You must not:
  - (a) alter the layout of your apartment; or
  - (b) carry out any alterations or additions to your apartment,

so as to allow your apartment to be occupied by more than the maximum number of persons, or to create additional bedrooms.

8. In this by-law:

“maximum number of persons” means up to two persons per bedroom;

“permissible short term accommodation” means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

“prohibited short term accommodation” means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

“unlawful short term accommodation” means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

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**By-Law 22. Insurance Premiums**

An Owner or Occupier must not, without the prior written approval of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

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**By-Law 23. Services and Equipment**

1. This by-law may only be amended by special resolution and with the written consent of the Owner of each lot.
2. On the conditions set out in this by-law, the Owner of each lot shall have exclusive use and special privilege over;
  - air-conditioning systems exclusively servicing the lot,
  - ventilation system/s exclusively servicing the lot,
  - hot water systems which exclusively service the lot,
  - tempering valves (isolation valves),
  - exhaust fans,
  - window locks and (to the extent permitted) child safety devices,
  - balcony doors (including frame, rollers, locks and glass),
  - door closers which exclusively services the lot,
  - lot doors (excluding the front door) which exclusively service the lot,
  - smoke detectors installed within the lot,
  - garage doors and/or motors which exclusively service the lot, if shared, cost is to be split evenly between lots (if installed),
  - bathroom and kitchen tiles in the internal part of a lot (for example on a bathroom's floor or wall).
3. Each Owner must:
  - (a) at the cost of the Owner maintain, repair and, where necessary, replace;
    - air-conditioning systems exclusively servicing the lot,
    - ventilation system/s exclusively servicing the lot,
    - hot water systems which exclusively service the lot,
    - tempering valves (isolation valves),
    - exhaust fans,
    - window locks and (to the extent permitted) child safety devices,
    - balcony doors (including frame, rollers, locks and glass),
    - door closers which exclusively services the lot,
    - lot doors (excluding the front door) which exclusively service the lot,
    - smoke detectors installed within the lot,

- garage doors and/or motors which exclusively service the lot, if shared, cost is to be split evenly between lots (if installed),
  - bathroom and kitchen tiles in the internal part of a lot (for example on a bathroom's floor or wall).
- (b) use contractors that hold the necessary insurances (i.e. Public Liability) and hold a current license (if required) as approved by the Owners Corporation;
  - (c) repair damage caused to Common Property caused by exercising rights under this by-law; and
  - (d) indemnify the Owners Corporation and the Owners and Occupiers of other lots against all claims and liability caused by exercising rights under this by-law.
4. Air conditioning motors (other motors) servicing each lot form part of the lot that they service. Owners and occupiers of each unit, upon receipt of sufficient notice, shall allow reasonable access for service, maintenance and or replacement of any air conditioning motor (other motors).
  5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his lot.

#### By-Law 24. Locks

1. On the conditions set out in this by-law, the Owner of each lot shall have exclusive use and special privilege over locks, hinges and any other security devices installed in the unit entry doors, sliding balcony doors, garage door (if installed) and so much of the Common Property as is necessary adjacent to the boundary of their respective lots (Locks).
2. Owners and Occupiers must maintain, renew, replace and repair the Locks.
3. All Locks maintained, renewed, replaced or repaired under this by-law must, where applicable:
  - (a) comply with all fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation or other Authority; and
  - (b) be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the building.
4. Owners and Occupiers will be liable for any damage caused to any part of the Common Property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.
5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his lot.

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**By-Law 25. Noticeboard**

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

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**By-Law 26. Building Works and Alterations**

1. For the purposes of section 110 of the Act, in addition to the work described in section 110(3) of the Act, all work is deemed to be a minor renovation for the purposes of section 110 of the Act other than the work excluded by section 110(7) of the Act.
  2. In accordance with section 110(6)(b) of the Act, the Owners Corporation may, and by virtue of this by-law does, delegate its functions under section 110 of the Act to the strata committee.
- 

**By-Law 27. Integrity of Fire Safety Systems**

1. An Owner or Occupier must not;
  - (a) interfere with or damage any fire safety device; or
  - (b) activate a fire safety device other than in the case of a hazard or danger to the Parcel of any persons on the Parcel or in the case of an emergency.
2. An Owner or Occupier must;
  - (a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any fire safety device.
  - (b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel.
  - (c) notify the Owners Corporation of a risk of fire or other hazard within the Parcel.
  - (d) subject to receiving notice under by-law 27 sub-clause 3 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.
3. If an Owner or Occupier of a lot breaches this by-law, including 1(b), the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable, including any loss which is attributable to that breach such as the False Fire Alarm Fee. In this clause *False Fire Alarm Fee* means the prescribed fee charged by Fire and Rescue NSW to the owners corporation in accordance with section 42(1) of the *Fire Brigades Act 1989* and clause 47 of the *Fire Brigades Regulation 2014* (or any subsequent corresponding legislation).
4. Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

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**By-Law 28. Service of Documents on Owner of lot by Owners Corporation**

A document can be served on the owner of a lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

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**By-Law 29. No Smoking**

1. In this by-law:

“Common Property” means the common property for the Strata Scheme.

“External Areas” means any external parts of a Lot or external areas forming part of a Lot, including a courtyard, garden area, patio, balcony, verandah, terrace or deck.

“Lot” means all lots within the Strata Scheme.

“Occupier” means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

“Owner” means the owner of a Lot and that owner’s successors in title.

“Strata Scheme” means the Strata Scheme in respect of which this by-law applies.

2. An Owner or Occupier of a Lot must not smoke or allow smoking on or within the Common Property or on any External Areas. For clarity, this means that an Owner or Occupier of a Lot may only smoke or allow smoking within the internal part of their Lot, with all external doors (separating the Lot from Common Property or an External Area) closed.
3. In addition to clause 2, an owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the lot does not penetrate to the common property or any other lot.
4. Without limiting clause 2, each Owner and each Occupier must not allow any invitee to their Lot to smoke on or within the Common Property or on any External Areas.

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**By-Law 30. Registration of Dealing**

1. If there is a development consent condition allowing registration of a dealing (such as a section 88B Instrument) after registration of the strata plan, or if this is otherwise permitted by council or the private certifying authority as part of the development or registration process, then the Owners Corporation must upon demand sign under seal any such dealing, and produce its certificate of title to permit registration of that dealing.

**Applicant:**

InfoTrack Pty Limited  
D X 578  
SYDNEY

**Planning Certificate – Section 10.7 (2) Certificate  
Environmental Planning and Assessment Act, 1979**

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Certificate no:	ePC:19/2319	Delivery option:	
Certificate date:	11/06/2019	Your reference:	10164

**Property:**

Lot 144 DP 5606  
2 Actinotus Avenue CARINGBAH SOUTH NSW 2229

**Zone:**

\* Sutherland Shire Local Environmental Plan 2015

Zone R2 Low Density Residential

**Notes:**

- (a) *The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*
- (b) *The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*

**Disclaimer:**

- (a) *This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*

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**INFORMATION PURSUANT TO SECTION 10.7(2),  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

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**1. Names of relevant instruments and DCPs**

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

- \* Sutherland Shire Local Environmental Plan 2015
- \* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- \* SEPP (Building Sustainability Index: BASIX) 2004
- \* SEPP (Exempt and Complying Development Codes) 2008
- \* SEPP (Affordable Rental Housing) 2009
- \* SEPP (Educational Establishments & Child Care Facilities) 2017
- \* SEPP (Infrastructure) 2007
- \* SEPP (Mining, Petroleum & Extractive Industries) 2007
- \* SEPP (Miscellaneous Consent Provisions) 2007
- \* SEPP (Housing for Seniors or People with a Disability) 2004
- \* SEPP No.19 - Bushland in Urban Areas
- \* SEPP No.21 - Caravan Parks
- \* SEPP No.33 - Hazardous and Offensive Development
- \* SEPP No.50 - Canal Estates
- \* SEPP No.55 - Remediation of Land
- \* SEPP No.64 - Advertising and Signage

- \* SEPP No.65 - Design Quality of Residential Flats
- \* SEPP No.70 - Affordable Housing (Revised Schemes)
- \* SEPP (State and Regional Development) 2011
- \* SEPP (State Significant Precincts) 2005
- \* SEPP (Vegetation in Non-Rural Areas) 2017
- \* SEPP (Concurrences) 2018
- \* SEPP (Primary Production and Rural Development) 2019

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

The following Draft State Environmental Planning Policies apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, and new draft policies - SEPP Environment and SEPP Remediation of Land.

3. The name of each development control plan that applies to the carrying out of development on the land:  
Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

## **2. Zoning and land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).



- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015**  
**Zone R2 Low Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture

- (d) Prohibited:

Any development not specified in item (b) or (c)

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

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

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

## **3. Complying Development**

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

### **Housing Code**

Complying development may be carried out on the land under this Code.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

**Housing Alterations Code**

Complying development may be carried out on the land under the Housing Internal Alterations Code.

**Commercial and Industrial Alterations Code**

Complying development may be carried out on the land under the Commercial and Industrial Alterations Code.

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

Complying development may be carried out on the land under the Commercial and Industrial (New Buildings and Additions) Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

**Container Recycling Facilities Code**

Complying development may be carried out on the land under the Container Recycling Facilities Code.

**Subdivisions Code**

Complying development may be carried out on the land under the Subdivisions Code.

**Rural Housing Code**

Complying development may be carried out on the land under the Rural Housing Code.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

**Low Rise Medium Density Housing Code**

Complying development may be carried out on the land under the Low Rise Medium Density Housing Code.

(Note: All land in the Sutherland Shire is deferred from this code until the 1<sup>st</sup> of July 2019.)

**Green Field Housing Code**

Complying development under the Greenfield Housing Code may be carried out on the land.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

**General Development Code**

Complying development may be carried out on the land under the General Development Code.

**Demolition Code**

Complying development may be carried out on the land under the Demolition Code.

**Fire Safety Code**

Complying development may be carried out on the land under the Fire Safety Code.

**Inland Code**

Complying development may be carried out on the land under this Code.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to the Sutherland Shire.)

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

In relation to a coastal council—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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

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**

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

No

## **6. Road Widening and Road Realignment**

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

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

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

**7A. Flood related development controls information**

- (1) Whether or not development on that 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.

No

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

No

- (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 clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

No

## **9. Contribution Plans**

Council has adopted the following Contribution Plans that apply to the land:

- \* The 2016 Section 94A Development Contributions Plan applies to this property (Effective 01/01/17).

## **9A. Biodiversity certified land**

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

**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*.

No

## **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).

**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*.

No

## **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).

No

### **11. Bush fire prone land**

Is the land bush fire prone?

No

### **12. Property Vegetation Plans**

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

### **13. Orders Under Trees (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 Council has been notified of the order).

No.

### **14. Directions under Part 3A**

Is there 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 that does not have effect?

No

### **15. Site compatibility certificates and conditions for seniors housing**

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No



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

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

## **17. Site compatibility certificates and conditions for affordable rental housing**

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

## **18. Paper subdivision information**

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

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

No

## **19. Site verification certificates**

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

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (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 of Planning and Infrastructure.

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

No

## 20. Loose-fill asbestos insulation

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

## 21. Affected building notices and building product rectification orders

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

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

*Note: 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) Is the land significantly contaminated land within the meaning of that Act?

No

- (b) Is the land subject to a management order within the meaning of that Act?

No

- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

### **Any Other Prescribed Matter**

**Note:** Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

### **Additional Information**

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal line extending to the right.

Mark Carlon  
Manager Strategic Planning

# SEWERAGE SERVICE DIAGRAM

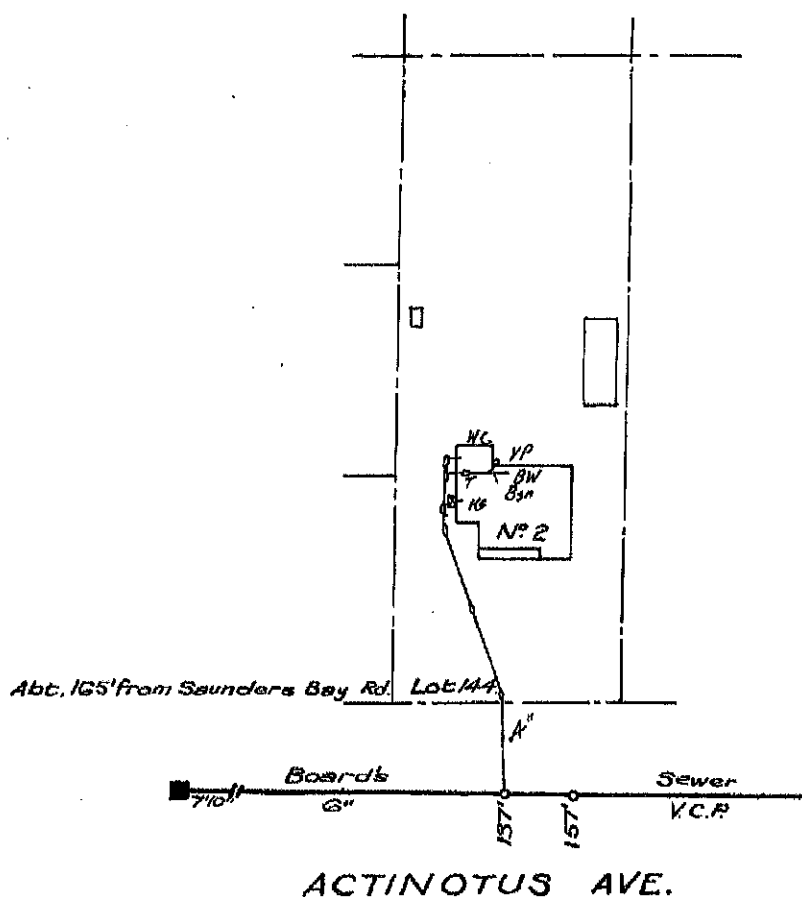
Municipality of *Sutherland* No. *606268*

SYMBOLS AND ABBREVIATIONS					
<input checked="" type="checkbox"/> Boundary Trap	<input checked="" type="checkbox"/> R.V. Reflux Valve	I.P. Induct Pipe	Bsn. Basin		
<input checked="" type="checkbox"/> P.I. Pit	<input checked="" type="checkbox"/> C.E. Cleaning Eye	M.F. Mica Flap	Shr. Shower		
<input checked="" type="checkbox"/> G.I. Grease Interceptor	<input checked="" type="checkbox"/> VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe		
<input checked="" type="checkbox"/> Gully	<input checked="" type="checkbox"/> V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe		
<input checked="" type="checkbox"/> P.T.P. Trap	<input checked="" type="checkbox"/> S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste		
<input checked="" type="checkbox"/> R.S. Reflux Sink	<input checked="" type="checkbox"/> D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine		

SCALE: 40 FEET TO AN INCH.

## SEWER AVAILABLE

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



RATE No. .... W.C.s. .... U.C.s. .... 19....

SHEET No. **6997**

OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
.....W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
.....Bth.	Inspector	...../...../.....	Date...../...../.....	Inspector	...../...../.....
.....Shr.			Outfall..... IN. LL		
.....Bsn.	Examined by	...../...../.....	Drainer.....	816 407	
.....K.S.	Chief Inspector		Plumber.....		
.....T.	...../...../.....	Boundary Trap.....			
.....Pig.		...../...../.....			
Des. Int.					

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.



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.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

### Possession and tenancies

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

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

### Adjustments

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

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. 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.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

**Applications, Orders etc**

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

**Owners Corporation management**

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



**Capacity**

45. 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**

46. 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.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. 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.

# Consumer Building Guide

## Mandatory information for consumers

**Builders and tradespeople must give you a copy of this guide** before entering into a contract for residential building work costing more than \$5,000. Read this guide to help protect your rights, carry out your responsibilities and support your building project.

### Protecting consumers under home building laws

NSW Fair Trading is the NSW Government agency regulating residential building work (including building or trade work on single dwellings, villas, houses and home units) under the *Home Building Act 1989*.

### What to consider before work starts

#### Licensing

Licensing requirements include:

- tradespeople and builders carrying out residential building work valued at more than \$5,000 must be licensed by NSW Fair Trading (check a licence at the Fair Trading website or by calling 13 32 20)
- regardless of the work's cost, a licence is always required for specialist work (like plumbing, air conditioning and refrigeration, electrical work and gasfitting)
- if the work requires more than one tradesperson, you need a builder to manage the building project and co-ordinate the tradespeople, such as plumbers, painters and carpenters.

### Home Building Compensation Fund (previously called Home Warranty Insurance)

Where work is worth more than \$20,000 (including labour and materials), the builder or tradesperson must not start work or ask for any money (including a deposit) until they give you a copy of the Home Building Compensation Fund certificate for your job. Certain types of work are exempt; check our Home Building Compensation Fund web page.

### Approvals

To help your building project go smoothly:

- check with your local council or an accredited private certifier on approvals your building work needs
- engage a building certifier. This is your responsibility, not the builder's. Find an accredited certifier at the Building Professionals Board site: [www.bpb.nsw.gov.au](http://www.bpb.nsw.gov.au)

### Contracts and payments

**All contracts must be in writing.** The two main contract types are:

- **fixed price or lump sum** - where the builder or tradesperson agrees upfront to a fixed amount for the whole job. Unforeseen changes during construction may affect the final cost
- **cost plus contract** - there is no guaranteed final cost for the job (often this contract is used where the project's nature prevents the final cost from being calculated). The consumer repays the builder for verified direct and indirect costs and fees at regular intervals. It is good practice for the builder to give a non-binding estimate before starting, and track costs with you against the project's budgeted estimate.

Residential building work **worth less than \$20,000** must be done under a 'small jobs' contract. The written contract must be dated and signed by, or on behalf of, each party. It may specify that work be paid for at regular intervals. It must contain:

- the parties' names, including the name of the holder of the contractor licence as shown on the contractor licence
- the number of the contractor licence
- a description of the work
- any plans or specifications for the work, and
- the contract price, if known.

Residential building work **worth more than \$20,000** requires a full home building contract. As well as all of the requirements of the 'small jobs' contract, it must include other comprehensive information such as the details of the statutory warranties the builder must provide, and the contract price or warning that the contract price is not known. Find a **complete list of contract requirements** on our website.

All contracts over \$20,000 in value must have a progress payment schedule. Progress payments must match the work carried out and, for cost plus contracts, be supported by receipts or other verifying documents.

Any change you need to make to a contract is a '**variation**'. Variations must be in writing and be signed by both parties to the contract. Almost all will impact the contract price.

The **maximum deposit** you can be asked to pay before work starts is 10%.

### Common traps and tricks

Beware of:

- an extremely low quote compared with others. This may indicate the job's quality is being compromised, or that the builder may not fully understand what is required
- 'sales pitches' putting pressure on you to sign a contract quickly to avoid a price increase
- a builder who recommends you get an owner-builder permit while they organise all the building work. The builder may be trying to avoid responsibility and may not have the right kind of licence or Home Building Compensation Fund certificate.

### When things go wrong

#### Statutory warranties

Builders and tradespeople must guarantee that their work is fit-for-purpose, performed diligently and delivered in a reasonable timeframe, in line with the contract. Unless otherwise specified, materials should be new and

appropriately used. These warranties are time-limited: legal proceedings to enforce them must be commenced within 2 years for all defects, and 6 years for major defects. There is another 6 months for both warranty periods if the defect only became apparent after 18 months or 5 and a half years. Find out more about these warranties on the Fair Trading website.

### Resolving a dispute

These steps can help you resolve a dispute:

- **you must notify your builder or tradesperson** and discuss concerns as soon as you become aware of a problem. Follow up with an email or letter
- **understand acceptable work standards** by downloading the *Guide to Standards and Tolerances* from our website
- contact Fair Trading for **free dispute resolution** if you and your builder or tradesperson are unable to resolve the dispute
- lodge a claim with the **NSW Civil and Administrative Tribunal** if you remain unsatisfied with the dispute resolution outcome
- protect your rights under the **Home Building Compensation Fund**: contact your insurer as soon as you become aware of defective or incomplete work.

### More information

Visit the Home Building and Renovating section of the Fair Trading website to:

- learn more on your rights and responsibilities and the statutory warranties
- do an online licence check to verify a builder or tradesperson's licence details
- find out about dispute resolution
- download free home building contracts
- subscribe to enews and information, and to access Fair Trading on social media.

# Certificate in respect of insurance for residential building work

**Policy No:** HBCF18040025

**Policy Date:** 19/07/2018

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

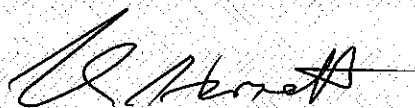
<b>Period of Insurance</b>	The contract of insurance provides cover for both the construction period and the warranty period.
<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder^</b>	Five Brick Veneer Townhouses with Basement only to Lock up Stage
<b>At</b>	Unit 1 2 Actinotus Avenue Caringbah South New South Wales 2229
<b>Site plan number^</b>	NA
<b>Site plan type^</b>	NA
<b>Homeowner</b>	VL1 Pty Ltd VL1unit trust
<b>Carried out by</b>	Mirvale Pty Ltd
<b>Licence number</b>	276130C
<b>Builder job number^</b>	
<b>Contract amount^</b>	\$1,100,000.00
<b>Contract date^</b>	03/09/2018 (Proposed)
<b>Premium paid</b>	\$24,596.00
<b>Cost of additional products or services under contract</b>	Nil - no additional services.
<b>Price (including GST and Stamp Duty)</b> <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$29,490.60

## ^Additional Information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at [www.icare.nsw.gov.au](http://www.icare.nsw.gov.au)

**Certificate No:** HBCF18040025-1

**Issued on:** 19/07/2018



**Signed on behalf of the insurer**

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

**IMPORTANT NOTE** Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

**icare** HBCF

# Certificate in respect of insurance for residential building work

**Policy No:** HBCF18040025

**Policy Date:** 19/07/2018

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

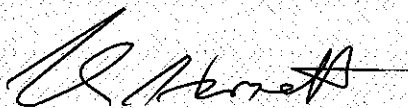
<b>Period of Insurance</b>	The contract of insurance provides cover for both the construction period and the warranty period.
<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder^</b>	Five Brick Veneer Townhouses with Basement only to Lock up Stage
<b>At</b>	Unit 2 2 Actinotus Avenue Caringbah South New South Wales 2229
<b>Site plan number^</b>	NA
<b>Site plan type^</b>	NA
<b>Homeowner</b>	VL1 Pty Ltd VL1unit trust
<b>Carried out by</b>	Mirvale Pty Ltd
<b>Licence number</b>	276130C
<b>Builder job number^</b>	
<b>Contract amount^</b>	\$1,100,000.00
<b>Contract date^</b>	03/09/2018 (Proposed)
<b>Premium paid</b>	\$24,596.00
<b>Cost of additional products or services under contract</b>	Nil - no additional services.
<b>Price (Including GST and Stamp Duty)</b> <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$29,490.60

## ^Additional information

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**Certificate No:** HBCF18040025-2

**Issued on:** 19/07/2018



**Signed on behalf of the insurer**

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

**IMPORTANT NOTE** Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

**icare** HBCF

# Certificate in respect of insurance for residential building work

**Policy No:** HBCF18040025

**Policy Date:** 19/07/2018

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

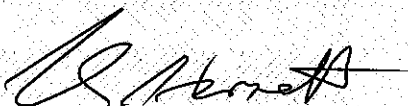
<b>Period of Insurance</b>	The contract of insurance provides cover for both the construction period and the warranty period.
<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder^</b>	Five Brick Veneer Townhouses with Basement only to Lock up Stage
<b>At</b>	Unit 3 2 Actinotus Avenue Caringbah South New South Wales 2229
<b>Site plan number^</b>	NA
<b>Site plan type^</b>	NA
<b>Homeowner</b>	VL1 Pty Ltd VL1unit trust
<b>Carried out by</b>	Mirvale Pty Ltd
<b>Licence number</b>	276130C
<b>Builder job number^</b>	
<b>Contract amount^</b>	\$1,100,000.00
<b>Contract date^</b>	03/09/2018 (Proposed)
<b>Premium paid</b>	\$24,596.00
<b>Cost of additional products or services under contract</b>	Nil - no additional services.
<b>Price (including GST and Stamp Duty)</b> <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$29,490.60

## ^Additional information

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**Certificate No:** HBCF18040025-3

**Issued on:** 19/07/2018



**Signed on behalf of the insurer**

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

**IMPORTANT NOTE** Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

**icare** HBCF

# Certificate in respect of insurance for residential building work

**Policy No:** HBCF18040025

**Policy Date:** 19/07/2018

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

<b>Period of Insurance</b>	The contract of insurance provides cover for both the construction period and the warranty period.
<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder^</b>	Five Brick Veneer Townhouses with Basement only to Lock up Stage
<b>At</b>	Unit 4 2 Actinotus Avenue Caringbah South New South Wales 2229
<b>Site plan number^</b>	NA
<b>Site plan type^</b>	NA
<b>Homeowner</b>	VL1 Pty Ltd VL1 unit trust
<b>Carried out by</b>	Mirvale Pty Ltd
<b>Licence number</b>	276130C
<b>Builder job number^</b>	
<b>Contract amount^</b>	\$1,100,000.00
<b>Contract date^</b>	03/09/2018 (Proposed)
<b>Premium paid</b>	\$24,596.00
<b>Cost of additional products or services under contract</b>	Nil - no additional services.
<b>Price (including GST and Stamp Duty)</b> <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$29,490.60

## ^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at [www.icare.nsw.gov.au](http://www.icare.nsw.gov.au)

**Certificate No:** HBCF18040025-4

**Issued on:** 19/07/2018



**Signed on behalf of the insurer**

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

**IMPORTANT NOTE** Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

**icare** HBCF

# Certificate in respect of insurance for residential building work

**Policy No:** HBCF18040025

**Policy Date:** 19/07/2018

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

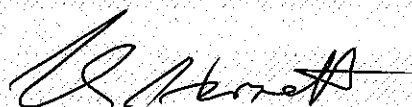
<b>Period of Insurance</b>	The contract of insurance provides cover for both the construction period and the warranty period.
<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder^</b>	Five Brick Veneer Townhouses with Basement only to Lock up Stage
<b>At</b>	Unit 5 2 Actinotus Avenue Caringbah South New South Wales 2229
<b>Site plan number^</b>	NA
<b>Site plan type^</b>	NA
<b>Homeowner</b>	VL1 Pty Ltd VL1unit trust
<b>Carried out by</b>	Mirvale Pty Ltd
<b>Licence number</b>	276130C
<b>Builder Job number^</b>	
<b>Contract amount^</b>	\$1,100,000.00
<b>Contract date^</b>	03/09/2018 (Proposed)
<b>Premium paid</b>	\$24,596.00
<b>Cost of additional products or services under contract</b>	Nil - no additional services.
<b>Price (including GST and Stamp Duty)</b> <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$29,490.60

## ^Additional Information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at [www.icare.nsw.gov.au](http://www.icare.nsw.gov.au)

**Certificate No:** HBCF18040025-5

**Issued on:** 19/07/2018



**Signed on behalf of the insurer**

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

**IMPORTANT NOTE** Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

**icare** HBCF





## INSURE P/L

Authorised Representative No: 1247146  
of United Insurance Group Pty Ltd  
ABN: 83 614 157 587

Suite 13, Level 2  
27 Hunter Street  
Parramatta, NSW 2150

Tel: 02 8833 4400  
Fax: 02 8724 4110



united insurance group

Email: admin@insureus.com.au

General Broker Representative

We have arranged the following insurance cover effective from the 17/07/2018. Please review the details thoroughly to ensure all information is correct and policy coverage meets your requirements.

Page 1 of 3

Mirvale Pty Ltd  
16 Anzac Street  
CANTERBURY NSW 2193

### TAX INVOICE

This document will be a tax invoice  
for GST when you make payment

Invoice Date: 17/07/2018

Invoice No: 1525721

Our Reference: MIRVALE

Should you have any queries in relation to this account,  
please contact your Account Manager  
Laura Makary

**Class of Policy:** NSW Home Warranty

**Insurer:** Home Building Compensation Fund (HBCF)  
Level 17, 201 Elizabeth Street, SYDNEY NSW 2000  
ABN: 97 369 689 650

**The Insured:** Mirvale Pty Ltd

### NEW POLICY

**Policy No:** T/B/A

**Period of Cover:**

From 17/07/2018  
to 17/07/2019 at 4:00 pm

**Details:** See attached schedule for a description of the risk(s) insured.

#### Your Premium:

Premium	UW Levy	Fire Levy	GST Stamp Duty	Admin fee	Broker Fee
\$24,596.00	\$0.00	\$0.00	\$2,959.60	\$2,435.00	\$0.00

**TOTAL \$34,990.60**

(A processing fee applies for Credit Card payments)

#### YOUR DUTY OF DISCLOSURE / NON-DISCLOSURE

Before you enter into a Contract of general insurance with an Insurer, you have a duty under the Insurance Contracts Act 1984 to disclose to the Insurer every matter that you know, or could reasonably expect to know, is relevant to the Insurer's decision whether to accept the risk of Insurance and if so, on what terms. You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a Contract of general insurance. Your duty however does not require disclosure of matter: that diminishes the risk to be undertaken by the Insurer, that is common knowledge, that your Insurer knows or, in the ordinary course of business, ought to know, as to which the compliance with your duty is waived by the Insurer. If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce the liability under the Contract in respect of a claim or may cancel the Contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the Contract from its beginning. United Insurance also subscribes to the IBD. Further information is available from this office or the IBD on 1300 780 808.



**Billor Code: 259994**  
**Ref: 9130095124311402**

Contact your financial institution to make this payment from your nominated account.



Call 02 88334403 to pay using your  
Master Card or Visa  
Reference: 9130095124311402  
A surcharge may apply.



Post your cheque made payable to:  
United Insurance Group  
Suite 1327 Hunter Street  
Parramatta NSW 2150

**Our Reference:** MIRVALE  
**Invoice No:** 1525721

**AMOUNT DUE**

**\$34,990.60**

## Schedule of Insurance

Page 3 of 3

**Class of Policy:** NSW Home Warranty  
**The Insured:** Mirvale Pty Ltd

**Policy No:** T/B/A  
**Invoice No:** 1525721  
**Our Ref:** MIRVALE

### IMPORTANT INFORMATION

This new policy has been arranged based on the information you have provided and on which we and the Insurer have relied. If you have not provided to us all the material information or you discover that the information provided is inaccurate, please contact us immediately so that we can reconfirm with the Insurer the terms and premiums for your renewal.

We take this opportunity to remind you that you have a duty to disclose all information which is material to your coverage requirements and which might influence the Insurer in deciding to accept your business, what terms to impose and the cost of the cover. This is an ongoing responsibility throughout the period of cover. Failure to disclose this information may allow the insurer to avoid the policy.

We will earn brokerage paid by the insurer out of the premium payable to them on the placement of this policy and we may also charge an Admin Fee / Brokers Fee on the policy.

Details of what we will earn on this policy are set out below.