Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	Nasser Etminan
PROPERTY	Unit 2/155 Oyster Bay Road , Oyster Bay 2225

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	☐ No ☒ Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	☐ No ☒ Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	☒ No ☐ Yes **If Yes, please specify scheme type:**

DETAILS					
Completion	28th day; or 14 days from service of the registration of the plan 14 days from vendor becoming registered proprietor		**Refer to clause(s):**	Special Condition 40	
Is there a sunset date?	☐ No ☒ Yes	**Can this date be extended?**	☐ No ☒ Yes	**Refer to clause(s):**	Special Condition 39.1(h) Special Condition 39.1(i)
Does the purchaser pay anything more if they do not complete on time?	☐ No ☐ Yes	Provide details, including relevant clause(s) of contract:	Special Condition 40.3 – default rate 10% per annum on the purchase price calculated on a daily basis for each day delayed. Special Condition 41 – cancelled or rescheduled settlement cost $385.00 inclusive of GST. Special Condition 42.4 – notice to complete costs. Special Condition 9 – purchaser default can lead to termination and subsequent proceedings by the vendor for any deficiency on resale, costs and expenses and to recover damages.		
Has development approval been obtained?	☐ No ☒ Yes	Development Approval No:	532/2016 523/2016/A		
Has a principal certifying authority been appointed?	☐ No ☒ Yes	Provide details:	Precise Surveying Pty Ltd		

Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	☐ No ☒ Yes	Provide details, including relevant clause(s) of contract:	Special Condition 37.1 – if development consent refused by relevant authorities

ATTACHMENTS *(s66ZM(2) of the Conveyancing Act 1919)*	
The following prescribed documents are included in this disclosure statement *(select all that apply)*.	
☒ draft plan	☐ draft community/precinct/neighbourhood/ management statement
☐ s88B instrument proposed to be lodged with draft plan	☐ draft community/precinct/neighbourhood/ development contract
☐ proposed schedule of finishes	☐ draft strata management statement
☐ draft strata by-laws	☐ draft building management statement
☐ draft strata development contract	

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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Singer Residential** **78 Railway Crescent, Jannali, NSW 2226**	**Phone: 0457 056 811**
co-agent		
vendor	**Nasser Etminan**	
vendor's solicitor	**Law Corp Solicitors & Conveyancers Pty Ltd** **Office 4, 237 Kurrajong Road, Prestons NSW 2170** **PO Box 225, Casula Mall NSW 2170**	**Phone: 02 8398 4088** **Email: myrna@lawcorp.sydney** **Fax: 02 6147 0333** **Ref: MM:SS:MM231796**
date for completion	**See special condition 40**	(clause 15)
land (address, plan details and title reference)	**Unit 2/155 Oyster Bay Road , Oyster Bay, New South Wales 2225** **Unregistered Plan: Lot 2 in an unregistered plan of subdivision which is part of Lot 1 Plan 1269428 and Lot 423 of DP14716** **PART Folio Identifier 1/1269428 & 423/14716**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other: Vacant Land	
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	☐ blinds	☒ dishwasher	☒ light fittings (downlights)	☒ stove
	☒ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☐ pool equipment
	☒ clothes line	☒ insect screens	☐ solar panels	☒ TV antenna
	☐ curtains	☐ other: microwave, oven, washing machine, ducted air conditioning		

exclusions		
purchaser		
purchaser's solicitor		
price	**$**	
deposit	**$**	(10% of the price, unless otherwise stated)
balance	**$**	
contract date		(if not stated, the date this contract was made)
buyer's agent		

vendor	**GST AMOUNT** (optional) The price includes GST of: $	**witness**
purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares		**witness**

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3) ☒ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 30): _____

Electronic transaction (clause 30) ☐ no ☒ YES

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

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

Land tax is adjustable ☐ NO ☐ yes

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

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

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

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

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

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

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

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SECTION 66W CERTIFICATE

I, of ,
, certify as follows:

1. I am a currently admitted to practise in New South Wales;

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **Unit 2/155 Oyster Bay Road , Oyster Bay**, from **Nasser Etminan** to in order that there is no cooling off period in relation to that contract;

3. I do not act for **Nasser Etminan** and am not employed in the legal practice of a solicitor acting for **Nasser Etminan** nor am I a member or employee of a firm of which a solicitor acting for **Nasser Etminan** is a member or employee; and

4. I have explained to **:**

(a) The effect of the contract for the purchase of that property;

(b) The nature of this certificate; and

(c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

_____

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.

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. **This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.**

2. **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—**

- **(a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or**
- **(b) the fifth business day after the day on which the contract was made—in any other case.**

3. **There is NO COOLING OFF PERIOD:**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**

4. **A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

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7 Claims by purchaser

Normally, 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;

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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 –

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13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the purchaser must make a *GSTRW payment* the purchaser must –

13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;

13.13.3 forward the *settlement cheque* to the payee immediately after completion; and

13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

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16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:
- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

● Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

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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;

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23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

● Notices, certificates and inspections

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

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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 earnt 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 –

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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

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29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
30.1.1 this contract says that it is an *electronic transaction*;
30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

30.10 Before completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

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

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

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

30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

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

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

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance.*

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT FOR SALE OF LAND

Between: **Nasser**

Etminan

(as Vendor)

And:

(as Purchaser)

32 Definitions and Interpretation

32.1 **"Authority"** means the Local Council and any government, semi government, statutory, public or other authority having jurisdiction of the Land;

"Council" means Sutherland Shire Council.

"Services" means any existing or proposed water, gas, electricity sewerage, drainage, telecommunications and other similar installations, services and infrastructure for the property.

"Unregistered Strata Plan " means the document annexed hereto;

32.2 **Interpretation**

(a) Words importing the singular number or plural number shall include the plural and. singular number respectively and words importing any gender shall include any other gender.

(b) Where any party consists of more than one person the liability inter se of such persons to the other party shall (except in relation to the covenants concerning the title which the vendor is obliged to give) be joint and several.

(c) Headings and underlinings are for convenience only and do not effect the interpretation of this Contract.

(d) Any expression importing a natural person includes any company, partnership, joint venture, association, corporation or any other body corporate or governmental, semi governmental, administrative, physical or juridical body, department, commission, authority, tribunal, agency or entity.

(e) A reference to a person includes a reference to that person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

(f) A reference to a statute, ordinance, code or other by-law includes regulations and other instruments under that law and any consolidations, amendments, re-enactments or replacements of that law.

32.3 **Conflict between provisions**

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

32.4 **Whole Agreement**

This contract constitutes the entire agreement between the parties concerning its subject matter and all previous agreements, undertakings and negotiations on that subject matter cease to have effect

32.5 **Severability**

Unenforceability of a provision of this contract does not affect the enforceability of any other provision.

33 No Merger

Any provisions of this contract which are intended to apply after completion will not merge on completion.

34 Condition of Property

34.1 The purchaser acknowledges to the vendor that:

(a) the purchaser relies upon its own inspection and enquiries in relation to the property and not upon any warranties or representations made by or on behalf of the vendor (except as are expressly set out in this contract);

(b) the purchaser is satisfied as to the approved and capable use and condition of the property;

(c) the purchaser is aware that the property may have been the subject of earthworks in the preparation of the land for subdivision such that it may have been filled or raised or levelled or cut or any combination of some or all of these.

34.2 The purchaser will not be entitled to make any objection, requisition or claim for compensation, nor will the purchaser be entitled to rescind or terminate this contract for any of the matters set out in subclauses 34.1(a) to 34.1(c)

35 Services

35.1 The purchaser may not make any objection, requisition or claim for compensation or rescind or terminate this contract in relation to:

(a) the condition, existence, non-existence or position or proposed position and location of the Services to the property;

(b) all or any of the Services not being available for connection by the service providers as at completion;

(c) any Services being a joint service with any other property;

(d) whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services or any other service, or mains, pipes or connections for such services;

(e) any defects in the Services;

(f) any water or sewerage main or any underground or surface stormwater pipe or drain passing through or over the property;

(g) any manhole or vent or substation on the property.

36 Agent

The purchaser warrants that the purchaser was not introduced to the vendor or to the property by any agent other than the vendor's agent named in this contract and the purchaser indemnifies the vendor against any claim for commission which might be made by any agent resulting from a breach of this warranty and against all costs and expenses incidental to defending any such claims on a solicitor/client basis.

37 Subdivision

37.1 This contract is subject to and conditional upon approval by the Council and the registration of the Unregistered Strata Plan. All measurements and lot numbers shown on the Unregistered Strata Plan are provisional only. Subject to subclause 37.2 the vendor reserves the right to make any alterations to the Unregistered Strata Plan as the vendor considers necessary to obtain formal development approval from the Council and registration of the Unregistered Strata Plan by the Registrar General. If the Council or any other Authority imposes a condition to any approval required for the Unregistered Strata Plan which requires the vendor to carry out any works or expend any money (other than administrative fees) which the vendor may be unable or unwilling to do then the vendor may rescind this contract by serving notice on the purchaser and the provisions of clause 19 will apply.

37.2 The purchaser is not entitled to make any objection, requisition or claim for compensation for any alterations to lot numbers or any minor variation or discrepancy between the area of the land shown on the Unregistered Strata Plan and the land shown on the deposited Strata Plan when registered. Should such variation or discrepancy be other than minor, then either party may by notice in writing to the other within 14 days of receipt of notification of registration of the deposited Strata Plan rescind this contract whereupon the provisions of clause 19 will apply, but neither party will have any action, right, claim or demand against the other arising out of this Contract for costs, damages or otherwise. A variation in area will be other than minor if the variation between the area on the Strata Plan as registered from the Unregistered Strata Plan reduces the area by an amount exceeding 5% of the corresponding area on the Unregistered Strata Plan.

37.3 if by the date for completion there is no rate or rates assessment for the property (or for the parcel prior to subdivision) by the appropriate authorities or separate rate assessments have not been issued, then the rates will be adjusted on an agreed value of $1,600.00 per annum for council rates and $300.00 per quarter for the water and sewerage rates for the property on a deemed paid basis;

37.4 If the rates are adjusted in accordance with subclause 37.3 the vendor agrees to pay all the rates as are assessed for any rating period current prior to completion as and when the same fall due for payment. This clause will not merge on completion. The purchaser is responsible for payment of rates assessed upon the property for any rating period commencing after completion. If after completion rates are assessed or reassessed for any rating period current prior to completion and the adjustment under this clause results in an inequitable result then either party is entitled to seek a readjustment.

37.5 On completion the purchaser must make an adjustment for Land Tax in the sum of $2,500.00 for the calendar year in which completion occurs. The vendor will pay any assessment of Land Tax which may issue for the property for the year current.

38 Easements, etc.

38.1 The purchaser acknowledges that the property is sold subject to the easements, covenants and restrictions as to user referred to in the Unregistered Strata Plan and as otherwise set out in the instrument setting out terms of easements and restrictions as to user intended to be created pursuant to Section 88B of the Conveyancing Act.

38.2 If required by Council, the Registrar General or any other appropriate Authority, the vendor shall be entitled to place such easements, covenants or restrictions as to user on the title to the property as may be reasonably required to effect the registration of the Unregistered Strata Plan or associated with any building approval.

38.3 The purchaser will make no objection, requisition or claim, delay completion or rescind or terminate this contract in relation to or as a result of the creation of any such easements, covenants or restrictions as to user PROVIDED that such easements or covenants or restrictions as to user do not detrimentally affect the property to a substantial extent.

38.4 Unless otherwise disclosed in this contract, if an easement, covenant or restriction as to user is created on registration of the Unregistered Strata Plan of subdivision and Section 88B instrument and is noted on the title to the property which detrimentally affects the property to a substantial extent, the only right of the purchaser is to rescind this contract by serving notice on the vendor within 7 days, (time being of the essence), after the vendor serves notice of the creation of such easement, covenant or restriction as to user and the provisions of clause 19 will apply.

39 Amendments to Printed Clauses

39.1 The printed clauses of this contract are amended as follows:

(a) Printed Clause 7.1.1 is amended by replacing the reference to "5%" with 1%

(b) Printed Clause 8.1.1 is amended by omitting the words "on reasonable grounds".

(c) Printed Clause 8.1.2 is amended by omitting the words from "that" to "grounds" inclusive.

(d) Printed Clause 14 is amended by deleting clause 14.4.

(e) Printed Clause 16.6 is amended to read

If the Purchaser 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 provided however, that the uncleared certificate is received not less than ten (10) business days prior to settlement, otherwise the Purchaser must accept an undertaking on settlement that the Land Tax will be cleared within twenty (20) business days after settlement.

(f) Printed Clause 16.8 is deleted.

(g) Printed Clause 16.12 is amended by omitting the words "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee".

(h) Printed Clause 28.2 is amended by replacing the number "6" with the number "18".

(i) Printed clause 28.2 is amended by inserting at the beginning of the clause the words: "Subject to additional clause 43".

40 Completion

40.1 Printed Clauses 28.4 and 28.5 are deleted.

40.2 Completion of this contract will take place on or before the last occurring of the following dates (which date pursuant to this contract is called the "Completion Date"):

(a) 28th day after the date of this contract; or

(b) Fourteenth (14) day after the vendor notifies the purchaser that the Unregistered Strata Plan has been registered.

(c) Fourteen (14) days from the date the Vendor or the Vendor’s solicitors notifies the Purchaser or the Purchaser’s Solicitor in writing that the vendor is not the registered proprietor on title.

40.3 If the purchaser does not complete the purchase on or before the Completion Date, then the purchaser shall as from the Completion Date pay interest on the balance of the purchase price at the rate of 10% per annum on a daily basis from such date until completion (or if the vendor shall not by then be ready, willing and able to complete then the date from which interest will commence will be on the date on which the vendor is ready willing and able to complete), payable on completion. Nothing contained in this clause will affect the vendor's

other rights to enforce this contract or pursuant to this contract in the event of default by the purchasers. This is an essential term of this contract.

41 Cancelled or Re-scheduled Settlement

if the purchaser fails to effect settlement after appropriate arrangements have been made, the sum of $175.00 inclusive of GST for each instance is payable by the purchaser to cover legal costs and other expenses incurred by the vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses. The purchaser must pay these costs to the vendor's solicitor by a separate settlement cheque at completion of this contract.

42 Notice to complete

42.1 If a party is entitled to serve a notice to complete, then the party may:

(a) at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and

(b) specify a time of day between 11am and 4pm as the time for completion.

42.2 The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

42.3 The party serving a notice to complete reserves the right to:

(a) withdraw the notice; and

(b) issue further notices to complete; or

(c) unilaterally extend the time allowed by the notice to complete, with such extended time remaining of the essence of the notice to complete and this contract.

42.4 If the vendor issues a notice to complete, the purchaser must pay to the vendor by way of adjustment on completion in addition to the purchase price the sum of $300.00 plus GST on account of the vendor's legal fees which is agreed to be a genuine pre-estimate of the additional expenses in relation to the issue of the notice to complete.

43 Extension of time for registration

Despite clause 28.2 the vendor may by notice to the purchaser extend the original sunset date as set out in clause 28.2 by each day that the vendor or its builders have been delayed by reason of:

(a) inclement weather or conditions resulting from inclement weather;
(b) any civil commotion, combination of workman or strikes or lockouts affecting the progress of the work or affecting the manufacture or supply of materials for the construction of the Property;

(c) any delay in any approval required for construction of the Building by any Governmental Agency; or

(d) any other matter beyond the vendor's control. The vendor is the sole Determinator of the vendor's entitlement to extension of time.

44 COVID-19

The parties acknowledge and agree that if either party or parties;

(a) Contract the Covid-19 virus;

(b) Be placed in isolation in the property;
(c) Directed to self-isolate in the property; or
(d) Need to care for an immediate member of their household or family in the property,

Then the parties agree that the following provisions shall apply:

1. The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.

2. The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.

3. Completion shall take place within seven (7) days from the date from which the party is permitted to leave the property.

4. If the vendor is the party seeking the benefit of this clause, he shall do all thing reasonably possible to vacate the property a minimum of 24 hours prior to completion.

5. It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purposes of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

45 Removal of Charges

45.1 The vendor:

(a) is not obliged to remove any charge on the property for any outgoings until completion;

(b) will not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge on the property for any outgoings; and

(c) may serve a notice to complete on the purchaser notwithstanding that, at the time such notice is issued or at any subsequent time there is a charge on the property for any outgoings.

46 Liquidation, Bankruptcy or Death

46.1 If before completion the purchaser:

(a) being an individual, dies, loses the capacity to complete this contract, or is made bankrupt; or

(b) being a corporation, resolves to go into liquidation, has an application for its winding up filed, enters into any scheme of arrangement with its creditors, or has a liquidator, receiver and manager, official manager, or administrator appointed to it,

the vendor may rescind this contract by written notice to the purchaser.

47 Service by Facsimile

Service of any notice or document under or relating to this contract may be effected if same is transmitted by a facsimile device to the facsimile number appearing in any directory of facsimile particulars or upon any letterhead or 'other business form or document of or used by the party to be served or that party's solicitor. Provided such facsimile transmission is sent prior to 5.00 pm on any business day then service by facsimile shall be deemed to have been received on the day of transmission.

48 Survey Reports and/or Certificates

48.1 The purchaser agrees to purchase the property with notice of all matters disclosed by any survey, report, Strata Plan, certificate, or information annexed to this contract. The vendor does not warrant the accuracy or completeness of any of these documents and the purchaser shall not make any objection, requisition or claim for compensation nor shall the purchaser be entitled to rescind this contract for any reason arising out of any such matters disclosed in those documents or in respect of any contravention of the Local Government Act 1993 (as amended) or any ordinance or regulation made under that Act that may be disclosed in those documents.

48.2 If the vendor supplies to the purchaser any other survey, report, Strata Plan, certificate or information from other organisations, then the purchaser accepts these as being given in good faith but agrees that the vendor in no way warrants the accuracy or completeness of any of these documents and the purchaser shall not make any objection, requisition or claim for compensation nor shall the purchaser be entitled to rescind this contract for any reason arising out of any such matters disclosed in those documents or in respect of any contravention of the Local Government Act 1993 (as amended) or any ordinance or regulation made under that Act that may be disclosed in those documents.

49 Discharge of Mortgages, etc.

Upon completion the vendor will hand to the purchaser a proper form of discharge of mortgage, surrender of lease, withdrawal of caveat or release of encumbrance as the case may be in registrable form in respect of any mortgage, lease, caveat or encumbrance registered on the title to the property and to which the within sale is not subject and will allow the purchaser the registration fee payable on any such discharge, surrender, withdrawal or release and the purchaser shall make no requisitions or objections requiring the registration of such discharge of mortgage, surrender of lease, withdrawal of caveat or release of encumbrance as the case may be prior to completion.

50 Deposit

50.1 The Vendor requires the Purchaser to pay a deposit of 10% of the purchase price.

50.2 In the event the Purchaser requests the Vendor to accept less than 10% deposit, the Vendor may agree to accept the payment of the 5% deposit by way of instalments as agreed between the parties.

50.3 If the Vendor agrees to accept less than 10% deposit then the amount of the 10% deposit not paid by the Purchaser on the date of this Contract will be a liquidated debt and must be paid to the Vendor on the earlier of:

50.3.1 the Vendor becoming entitled to the deposit under this Contract; and

50.3.1 the Completion date.

51 Release of Deposit

51.1 It is hereby expressly agreed that the Purchaser will raise no objection to the deposit moneys referred to herein being released to the Vendor on exchange of contracts for the payment of a deposit, balance of settlement money or payment of stamp duty on the purchase of a property and/or any money payable in relation to the development application and constructions certificate if required.

51.2 The vendor's solicitor agrees to supply the purchaser's solicitor with particulars of any release of deposit pursuant to this clause upon request.

52 Investment of Deposit

52.1 The Vendor’s agent:

(a) is to invest the deposit as a controlled Monies Account with a bank in Australia nominated by the Vendor in an interest bearing account payable at maturity with interest to be reinvested;

(b) when requested by the Vendor to withdraw the deposit and interest earned on the deposit and reinvest the sum withdrawn with another bank nominated by the Vendor;

(c) When requested by the Vendor to withdraw the deposit and interest earned on the deposit in anticipation of Completion;

(d) to withdraw the deposit and interest earned on the deposit on Completion, recession or termination of the Contract (whichever occurs) and to pay the interest earned on this deposit in accordance with this clause 52.

52.2 **Payment by Defaulting Party**

If a party terminates this Contract because of the other parties default, then the defaulting party forfeits to the terminating party their total interest earned on the deposit by way of damages (in addition to and without prejudice to any other right that the terminating party has under this Contract or at law).

52.3 **Charges**

The Purchaser and Vendor agree that the Vendor's agent may incur fees and charges in relation to maintaining and managing a Controlled Monies Account, as such at maturity of the invested funds the Vendor's agent will deducted the costs associates with establishing, maintaining and managing a Controlled Monies Account which includes the investment of the deposit, in addition to bank charges, government charges, fees and taxes before payment is made pursuant to clause 52.

52.4 **Risk**

The party entitled to the deposit upon Completion, termination or rescission of this Contract (whichever occurs) bears the risk of loss of the deposit.

52.5 **Tax File Number**

The Purchaser must provide the deposit holder its Tax File Number on or before the date this Contract.

Should the Purchaser fail to provide its Tax File Number, any tax deducted from the interest which accrues on the deposit will be payable by the Purchaser to the Vendor on Completion.

52.6 **Discretion to Invest**

The Vendor may elect, in its sole discretion, if and when to invest the Deposit in accordance with this clause 52 and the Vendor and the Purchaser are entitled to equal share of the interest earned on the deposit.

53 Disputes

53.1 **Expert Determination**

If there is disagreement in respect to the registration of the Draft Strata Plan and in particular about whether the property is affected in a way that is not minor, then either party may refer the disagreement to an expert ("the Expert").

53.2 **Expert not an arbitrator**

The Expert acts as an expert and not as an arbitrator. Unless there is obvious error, the Expert's decision is final and binding on the parties.

53.3 **Expert's costs**

The costs of the decision are to be paid as the Expert decides but if the Expert does not make a decision about costs, then they are to be paid by the party against whom the Expert's decision is made or if there is no such party, by the parties equally.

54 Environmental Matters

54.1 The Purchaser accepts the property subject to and cannot make any requisition, objection or claim for loss damage or compensation or other relief or remedy in respect of:

(a) The property or any part of it being affected by of containing any contaminant;

(b) Any notation made by the local council or the Environmental Protection Authority or any other authority at any time on any certificate issued under Section 10.7(2) or (5) of the Environmental Planning and Assessment Act 1979 NSW in respect of the existence at any time of any contaminant in or about the property;

(c) Any requirement of any environmental law or authority requiring any clean up or remediation work to be out on or about the property.

54.2 From the earlier of the date the Purchaser takes possession of the property and completion of this Contract the Purchaser shall not request the Vendor to participate in any voluntary investigation or remediation proposal in respect of any contaminant and at its own cost and expense shall assume all responsibility for and must indemnify and continue to indemnify and release the Vendor against each actual or potential order claim loss or liability of the Vendor in relation to:

(a) The presence of any contaminants found on, in, above or under the property or land adjoining or adjacent to the property;

(b) Compliance with the requirements of all environmental laws and other laws requirements or directions or notices of or administered by any authority in respect of any contaminants; and

(c) The conduct and performance of any work required by an authority in respect of contaminants or under any environmental law.

55 FIRB Approval

55.1 The purchaser warrants that if he is a "foreign person" as defined in the *Foreign Acquisitions and Takeover Act 1975 (Cth)* then the purchaser has prior to the date of this Contract advised the vendor in writing accordingly and provided the vendor in writing with the purchaser's full name and address or other details required for the purposes of obtaining any approval under that Act.

55.2 The purchaser shall indemnify and keep indemnified the vendor against all liability, loss, damage and expense the vendor may suffer or incur as a direct or indirect consequence of the purchaser failing to comply with the provisions of this Additional Condition.

56 Finance

The purchaser acknowledges that the vendor has entered into this contract on the purchaser's warranty that:

(delete whichever 56.1 is not applicable)

56.1 the purchaser is acquiring the property for investment purposes only; or

56.1 the purchaser is acquiring the property as owner and occupier only: and

(a) the purchaser does not require credit in order to pay for the property; or

(b) if the purchaser requires credit in order to pay for the property, the purchaser has obtained such credit under reasonable terms prior to the date of this contract.

57 Claim for compensation

Notwithstanding the provisions of Clause 7 any claim for compensation made by the purchaser shall be deemed to be an objection or requisition for the purposes of Clause 8.

58 Requisitions on Title

For the purpose of Clause 5.1, the requisitions or general questions annexed hereto about the property or title the subject of this contract must be in the form annexed hereto.

59 Selling and Leasing Activities

59.1 The purchaser acknowledges that both before and after completion the vendor and persons authorised by the vendor may:

(c) Conduct selling and leasing activities in and about the area of the land in the Unregistered Strata Plan;

(d) Place and maintain in, on and about the area of the land in the Unregistered Strata Plan (but not the property) signs in connection with those selling and leasing activities; and

(e) Place and maintain in, on and about the area of the land in the Unregistered Strata Plan (but not the property} an office or other facility or both for salespersons, letting agents and managing agents.

as the vendor in its absolute discretion thinks fit.

59.2 The benefits of this additional condition do not merge on completion of this contract and continue in full force and effect until the vendor has completed the sale of all lots which comprise the Unregistered Strata Plan.

60 Fencing

The purchaser agrees that the vendor is not obliged to contribute to any fencing work in relation to land adjoining the property owned by the vendor.

61 Replacement of Documents

61.1 At any time before the vendor serves notice of the registration of the Unregistered Strata Plan, the vendor may serve notice that the vendor wishes to annex a new document ("New Document") specified in that notice which is not attached in the contract or replace the documents specified in that notice (being a document a copy of which is attached to this contract) ("Replaced Document") with another document (being a document a copy of which is forwarded with that notice) ("Replacement Document").

61.2 From and including the day of service of a Replacement Document, the Replaced Document is taken to be no longer attached to this contract and the Replacement Document is taken to be attached to the contract.

61.3 Subject to clause 61.4, the purchaser may not make any claim, objection, requisition, or delay completion, rescind or terminate as a result of a New Document being annexed or a Replaced Document being replaced by a Replacement Document.

61.4 If the New Document detrimentally affects the property to a substantial extent, the purchaser may, within 7 days after service of the New Document, rescind by written notice to the vendors

61.5 If there is a difference between the Replaced Document and, the corresponding Replacement Document which detrimentally affects the property to a substantial extent, the purchaser may, within 7 days after service of the Replacement Document, rescind by written notice to the vendors.

62 Goods and Services Tax ("GST")

62.1 This clause applies notwithstanding anything to the contrary contained in this contract.

62.2 Any reference in this clause to terms defined or used in the A New Tax System (Goods and Services Tax) Act 1999 is, unless the context indicates otherwise, a reference to the term as defined or used in that Act.

62.3 The parties agree that the consideration for the supply of the property provided in this contract includes GST.

62.4 The vendor has elected in this contract to utilise the margin scheme. The parties agree that the margin scheme is to apply to the sale of the property.

62.5 This clause shall not merge on completion of the contract.

63 Caveat

The purchaser must not do or permit any act, matter or thing which will in any way prevent of delay the registration of the Strata Plan and/or any associated documents including:

(i) Permitting the registration of a caveat, or
(ii) Granting or creating any security, mortgage or charge which is registered, over the title of the Property.

For the purposes of withdrawing a caveat referred to in Clause 63; the purchaser appoints the vendor or any of its officers, as its attorney to sign the withdrawal of the caveat.

64 Privacy Act

64.1 The purchaser consents to:

64.1.1 the collection of personal information;

64.1.2 the use and disclosure by the vendor of personal information for the purposes of enabling the vendor to comply with its obligations under, associated with and arising in connection with this contract, including any obligations to any third parties, such as the vendor's financiers;

64.1.3 the disclosure to, and use by, third party vendors and service providers engaged by the vendor of the personal information to the purpose of:

64.1.3.1 enabling the vendor to comply with and fulfil its obligations under or arising under or in connection with this contract; and

64.1.3.2 procuring the provision to the purchaser of products and services contemplated by this contract; and

64.1.4 the use and disclosure by the vendor of personal information for the purposes of enabling the vendor to enforce its rights under this contract.

64.2 The purchaser acknowledges that

64.2.1 the personal information is held by the vendor subject to the requirements of the

Privacy Act 1988 and accordingly the purchaser may request access to personal information of any time; and

64.2.2 the purchaser may request that personal information be corrected and should do so by contacting the privacy officer of the vendor.

65 Sewer

65.1 The purchaser acknowledges that the draft sewer plan shows the proposed location of the sewer for the land of which the subject property forms part of.

65.2 the vendor discloses that:

65.2.1 the position of the Sydney Water sewer and connections at the time of completion may not be as shown in the draft sewer plan;

65.2.2 the vendor cannot presently state what the exact position of the Sydney Water sewer on the land will be at the time of completion; and

65.2.3 the vendor may in its absolute discretion vary the location of the sewer main and connections from that which is shown in the draft sewer plan.

65.3 the purchaser must not make any objection, requisition or claim for compensation, delay completion or rescind or terminate this contract in respect of:

65.3.1 the position or proposed position and location of the Sydney Water sewer main and connections;

65.3.2 any surface water drainage being connected to the sewer;

65.3.3 any matter disclosed in this additional condition 65; or

65.3.4 any matter referred to or disclosed in the attached draft sewer plan.

65.4 the vendor makes no warranty as to the accuracy or completeness of the draft sewer plan referred to in this additional condition 65.

66 Resale

66.1 The purchaser must not before completion of this contract, without the prior written consent of the vendor:

66.1.1 advertise or offer to sell or lease the property;

66.1.2 enter into, or purport to enter into, any contract, deed or agreement to sell or lease the property and, subject to such approval, the purchaser must only seek to on-sell or lease the property using the services of the vendor's agent.

66.2 A breach of clause 66.1(a) and 66.1(b) is an essential breach of this contract entitling the vendor to terminate this contract on notice to the purchaser.

67 Street Number/Name

The parties acknowledge that the street number and/or name referred to in the contract may be varied in accordance with requirements of local authorities.

68 Novation

At anytime before completion, the Vendor may novate to another person or party or otherwise deal with the Vendor’s rights, liabilities, and obligations under and in connection with this contract. The Purchaser and guarantor must within 10 business days of a request by the

Vendor, execute any deed or other documents required by the Vendor to give effect to any novation or other dealing with the Vendor's right, liabilities and obligations under and in connection with this contract as contemplated by the additional condition 68.

69 Alterations to Contract

Each party hereof authorizes his, her or their solicitor or any employee of that solicitor up until the date of this contract to make alternations to this contract including the addition of attachments after execution up until the date of this contract and any such attachments shall be binding upon the party deemed hereby to have authorized the same and any attachments so added shall form part of this contract as if same were attachments prior to the contract being executed.

70 GST Residential Withholding Payment

70.1 The parties acknowledge that this clause only applies in the circumstance where the purchaser must make an RW payment.

70.2 The vendor may at any time 14 days before the date for completion serve on the purchaser details (or amended details) of the RW Payment.

70.3 The purchaser must:

70.3.1 at least 10 business days before the date for completion; or

70.3.2 within 2 business days following the issue of any amended detail issued under clause 70.2,

whichever is the later and time being of the essence, serve on the vendor a copy of the duly completed and submitted 'GST property settlement withholding notification form' (including a copy of the confirmation screen which displays the Lodgement Reference Number and Payment Reference Number) submitted 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.

70.4 Subject to clauses 70.7 and 70.8, the purchaser must on or before completion hand to the vendor:

70.4.1 a bank cheque for the RW payment payable to the Deputy Commissioner of Taxation (for the vendor to hold subject to clause 70.6); and

70.4.2 a 'GST property settlement date confirmation form' duly completed and capable of submission to the Australian Taxation Office;

70.5 The purchaser irrevocably authorises the vendor and its legal representative to complete or amend as the case may be any details to the 'GST property settlement date confirmation form' as may be necessary in order to ensure the proper and prompt lodgement and processing by the Australian Taxation Office of payment of the RW Payment.

70.6 The vendor undertakes to pay any RW Payment received under clause 70.4 promptly to the Australian Taxation Office together with the completed 'GST property settlement date confirmation form', and in any event no later than 10 business days following completion.

70.7 The purchaser may:

70.7.1 at least 10 business days before the date for completion; or

70.7.2 within 2 business days following the issue of any amended detail under issued under clause 70.2, whichever is the later and time being of the essence, pay the RW Payment direct to the Australian Taxation Office and submit the 'GST property settlement date confirmation form', in which case the purchaser must at the same

time as payment and lodgement notify the vendor in writing of such payment and submission of the form and provide the vendor with:

70.7.3 evidence of receipt of payment from the Australian Taxation Office of the RW payment;

70.7.4 a copy of the 'GST property settlement date confirmation form' duly completed and submitted to the Australian Taxation Office; and

70.7.5 a copy of the confirmation screen which displays the ATO receipt ID by the purchaser of the 'GST property settlement date confirmation form'.

70.8 In the event the parties settle the matter electronically under clause 31 then the parties acknowledge that payment of the RW Payment under clause 70.4(a) shall be made through the electronic platform used.

71 Electronic Signature and Exchange

71.1 This Contract may be executed:

(a) in any number of counterparts and all the counterparts together shall make one instrument;

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

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

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

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

71.5 The parties agree that they will be bound by, have complied with and will comply with the E*lectronic Transactions Act 2000* (NSW) and any terms and conditions of DocuSign in relation 2 the execution of this contract.

71.6 For the purposes of this clause, DocuSign means the signature software and platform located at www.docusign.com.

72 Intentionally Deleted

73 Unit entitlements

(a) The purchaser agrees that the vendor may change the proposed unit entitlement for the Property or the proposed unit entitlements for the other lots in the proposed Strata Scheme from those set out in the Draft Strata Plan at any time prior to lodgement of the Strata Plan for registration.

(b) The purchaser agrees that the final unit entitlement for the Property will be binding and conclusive and the purchaser may not make any Claim or requisition, delay Completion, rescind or terminate for any reason associated with the schedule of unit entitlements endorsed on the Strata Plan.

74 Car parking

(a) This clause applies if the Property includes a car space.

(b) The vendor discloses and the purchaser acknowledges and agrees that:

i. The Property includes the number of car spaces (if any) in the description of the Property on the front page of the Contract (Space);

ii. The lot number, location, dimensions and area of the Space in the Draft Strata Plan (if any) are nominal only and are subject to change;

iii. The vendor may without prior notice to the purchaser alter the lot number, space number, location, dimensions or area (but not in breach of any Law or Approval) of the Spaces before registration of the Strata Plan in accordance with this Contract; and

iv. The purchaser cannot make any Objection about anything referred to or disclosed in this clause

76 Vendor Disclosure

a. The vendor discloses that:

i. to the extent that any document has been prepared by a party other than the vendor, the vendor does not warrant the accuracy or completeness of any document that forms part of this Contract;

ii. the vendor has obtained Development Approval for the Development Activities;

iii. the vendor intends to procure the registration of the Strata Plan;

iv. the present intention of the vendor in relation to the use of the Building involves a development of residential apartments, including car parking and common property;

v. the vendor intends (but is not obliged) to procure, during or after the initial period (as defined in the Strata Management Act 2015:

1. the appointment by the Owners Corporation of a managing agent for the Owners Corporation; and

2. the Owners Corporation to grant such consents to the vendor as in its absolute discretion it may require for the purposes of carrying out Development Activities

vi. the number or configuration of the lots in the Strata Plan as registered may vary from the number or configuration of lots as shown in the Draft Strata Plan as attached to this Contract;

vii. the number, configuration, location and dimension (including size) of any car spaces and any storage areas may vary from the number, configuration, location and dimensions (including size) of the car spaces and any storage areas on the Draft Strata Plan;

viii. the vendor may Create By laws granting some of the owners of lots in the Strata Scheme exclusive use or special privileges of Common Property;

ix. the vendor reserves the right to make such alternations, additions and amendments to the By-laws for the regulation, administration and operation of the Development and Strata Scheme for which the Property forms part which the vendor considers necessary

or desirable or which is required by the vendor, Council or LPI. The purchaser agrees to accept the By-laws as altered, added to or amended;

x. easements, restrictions on use or positive covenants may be imposed or required by Council or Governmental Agency which are not disclosed in this Contract, including but not limited to any voluntary planning agreement;

xi. it may be necessary to make changes to the draft documents attached to this Contract to meet the requirements of Council, Service Providers or Governmental Agency;

xii. arrangements with Service Providers for the provision of services to the Building or Strata Parcel may not have been concluded as at the Contract date;

xiii. the vendor may enter into arrangements with Service Providers including, but not limited to easements, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits;

xiv. the vendor may be required to procure the Owners Corporation to enter into arrangements with Service Providers for the provision of services to the Strata Parcel or Building or assume obligations under agreements in relation to those arrangements (between the vendor and the Service Providers);

xv. if a Service Provider requires one or more electrical substations to be established in any location of the Development Site, the area of the electrical substations (of the size and location as required by the Service Provider) may be dedicated, leased or encumbered by easement rights in favour of that Service Provider;

xvi. the vendor, either alone or with others, proposes to carry out Development Activities on the Development Site and may do so in stages;

xvii. some or all of the easements, covenants, restrictive covenants, leases and instruments anticipated to be created or released may be created by another plan or instrument;

xviii. the purchaser acknowledges that the vendor intends to carry out the Development Activities in stages and the Development Activities may:

1. cause significant noise, dust, vibration and disturbance to the occupiers of the lots in the Building within the lawful requirements of any relevant authority or Council and during any hours permitted by any relevant authority or Council;

2. cause temporary obstruction or interference with services to the Building;

3. result in access to the Building being temporarily diverted during the course of the Development Activities on the Development Site.

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

(b) The purchaser acknowledges the Disclosures. The purchaser shall not be entitled to make any Claim, Objections or requisitions, delay Completion, rescind or terminate because of any Disclosure.

77 Designated matters

(a) If required by the vendor, the purchaser must:

i. vote in favour of any motion (and use reasonable endeavours to ensure that an enrolled mortgagee of the Property votes in favour of any motion) for a resolution of the Owners Corporation to give effect to any Development Activity.

ii. not vote against any motion (and use all reasonable endeavours to ensure that an enrolled mortgagee of the Property votes against any motion) for a resolution of the Owners Corporation which if passed would delay or prevent the implementation or giving effect to any Development Activity; and

iii. use all reasonable endeavours to procure that the Owners Corporation votes as the vendor directs in connection with any of the matters in this clause.

(b) This clause does not merge on Completion.

78 Vendor Not Yet The Registered Proprietor

(1) The Vendor discloses that it is not the registered proprietor of the property located at Unit 2/155 Oyster Bay Road, Oyster Bay NSW 2225, being folio identifier proposed lot 2 in an unregistered plan of subdivision which is part of folio identifiers 1/1269428 and 423/14716.

(2) In the event that the Vendor has not become the registered proprietor within 18 months of the date of this Contract, either the Vendor or the Purchaser may rescind this Contract in accordance with the provisions contained within this contract.

79 Guarantee of Company Purchaser

a. This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.

b. The word *guarantor* means and (being two of the directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary).

c. If the guarantor has not signed this clause, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.

d. In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees lo the vendor:

i. payment of all money payable by the purchaser under this contract; and

ii. the performance of all of the purchaser's other obligations under this contract.

e. The guarantor:

i. indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in 9onnection with or arising from any breach or default by the purchaser of its obligations under this contract; and

ii. must pay on demand any money due to the vendor under this indemnity.

f. The guarantor is jointly and separately liable with the purchaser to the vendor for:

i. the performance by the purchaser of its obligations under this contract; and

ii. any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

g. The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

h. If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

i. The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

i. the granting of any time, waiver, covenant not to sue or other indulgence;

ii. the release or discharge of any person;

iii. an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

iv. any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;

v. payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

vi. the winding up of the purchaser.

j. This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

k. This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

in the presence of: Signature

……
Signature of Witness

Name of Witness

SIGNED SEALED & DELIVERED by

in the presence of: Signature

……
Signature of Witness

Name of Witness

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What 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 (a 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.
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.
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 is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
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.
    (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 Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

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(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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.

17.
(a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
(b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?

18. If a swimming pool is included in the sale:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
(c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.
(a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

20.
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
  (i) whether there are any existing breaches by any party to it;
  (ii) whether there are any matters in dispute; and
  (iii) whether the licensor holds any deposit, bond or guarantee.
(b) In relation to such licence:
  (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

21. Is the vendor aware of:
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?
(b) any dedication to or use by the public of any right of way or other easement over any part of the land?
(c) any latent defects in the Property?

22. Has the vendor any notice or knowledge that the Property is affected by the following:
(a) any resumption or acquisition or proposed resumption or acquisition?
(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
(d) any sum due to any local or public authority? If so, it must be paid prior to completion.
(e) any realignment or proposed realignment of any road adjoining the Property?
(f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

23.
(a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
(b) If so, do any of the connections for such services pass through any adjoining land?
(c) Do any service connections for any other Property pass through the Property?

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

Capacity

25. 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

26. 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.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. 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.

SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 4 sheet(s)

Office Use Only	Office Use Only
Registered:	

PLAN OF SUBDIVISION OF **LOT 1 IN DP 1269428**	LGA: SUTHERLAND HSIRE Locality: OYSTER BAY Parish: SUTHERLAND County: CUMBERLAND

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

Address for Service of Documents	The by-laws adopted for the scheme are:
155 OYSTER BAY ROAD OYSTER BAY Provide an Australian postal address including a postcode	* 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 EVAN (EHSAN) AKAR,

of Land Strata Surveys Pty Ltd – PO BOX 1614 NSW 2075

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:

Surveyor ID: 8877

Surveyor's Reference:

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Registered Certifier)

I .....being an Registered Certifier, registration 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.

* Strike through if inapplicable

Office Use Only

Registered:

Office Use Only

VALUER'S CERTIFICATE

I, *……...……..……..... of ……...…….....……

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

Professional Body:.....
Class of membership:.....
Membership number:.....

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

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

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT	ENTITLEMENT
1	
2	
3	

TOTAL	

Surveyor's Reference:

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 3 of 4 sheet(s)

Office Use Only	Office Use Only
Registered:	

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

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

SCHEDULE OF ADDRESSES

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
COMMON PROPERTY	-	155	OYSTER BAY	ROAD	OYSTER BAY
1		1/155	OYSTER BAY	ROAD	OYSTER BAY
2		2/155	OYSTER BAY	ROAD	OYSTER BAY
3		3/155	OYSTER BAY	ROAD	OYSTER BAY

SIGNATURES

REGISTERED PROPRIETOR(S):

…….. ……..

Signature : Signature

Surveyor's Reference:

Office Use Only

Registered:

Office Use Only

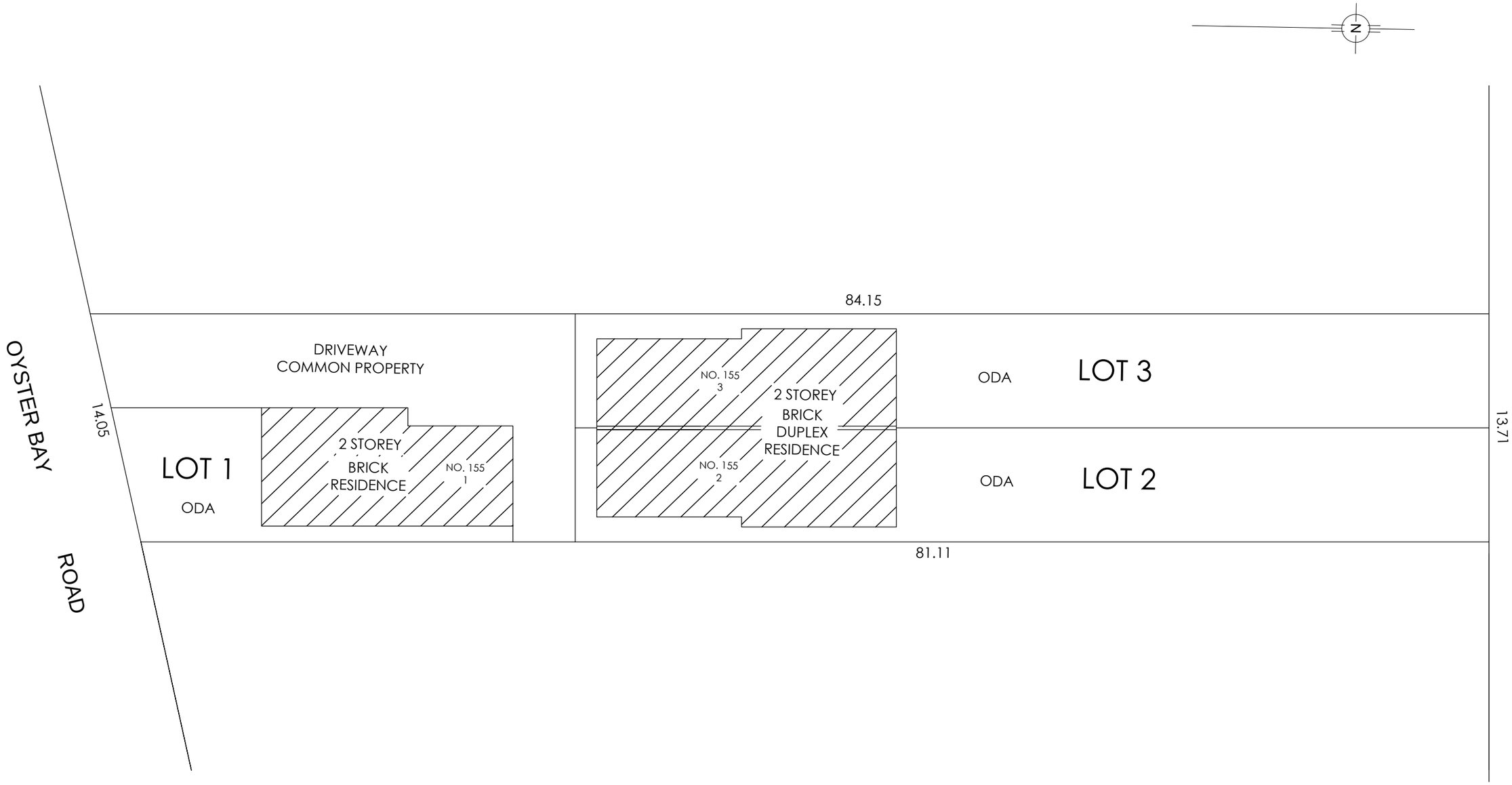
This sheet is for the provision of the following information as required:

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

SIGNATURES

MORTGAGEE:

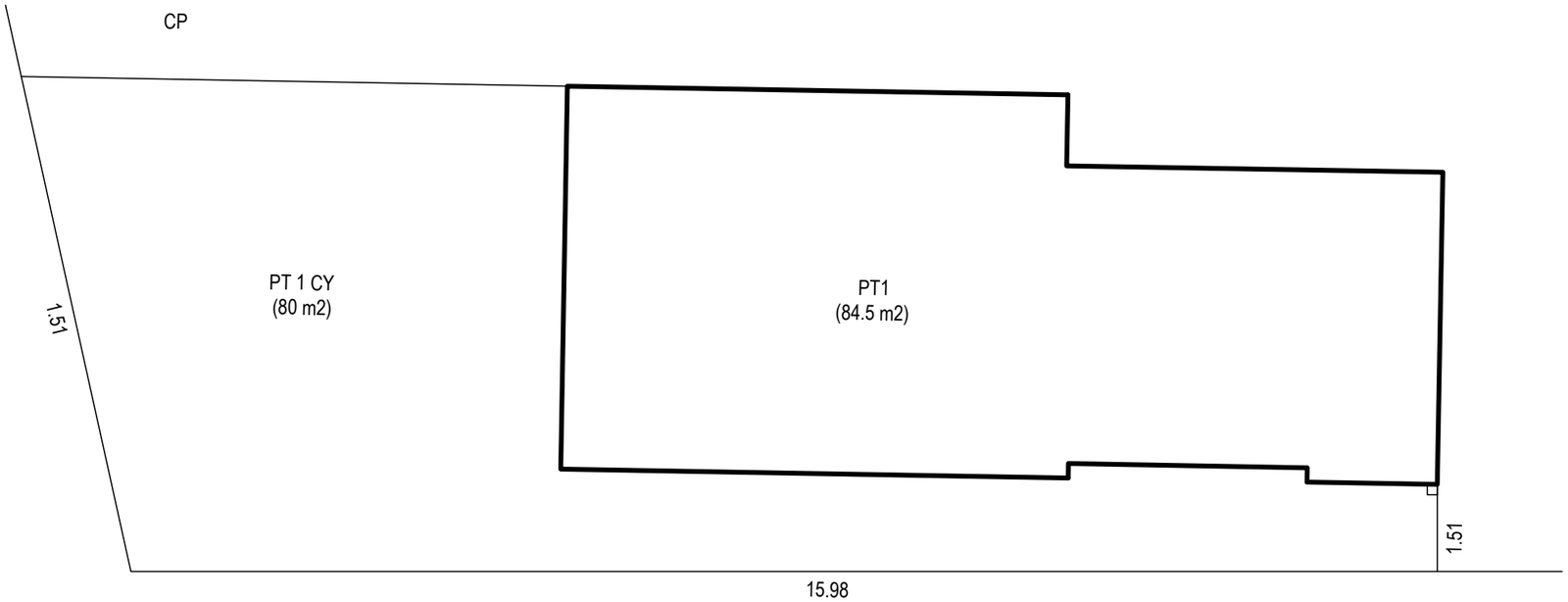
Surveyor's Reference:



ODA OUT DOOR AREA
CP COMMON PROPERTY

SURVEYOR Name: EVAN AKAR Date: 5/7/2021 Reference: 20-03-1-1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1269428	L.G.A.: SUTHERLAND SHIRE Locality: OYSTER BAY Reduction Ratio: 1:100 Lengths are in metres	REGISTERED	DRAFT

LOWER GROUND LEVEL



S DENOTES STAIRS
CP DENOTES COMMON PROPERTY
CY COURT YARD

AREA SHOWN ARE APPROXIMATE ONLY AND SHOULD NOT BE USED FOR ANY PURPOSE OTHER THAN THIS PLAN.

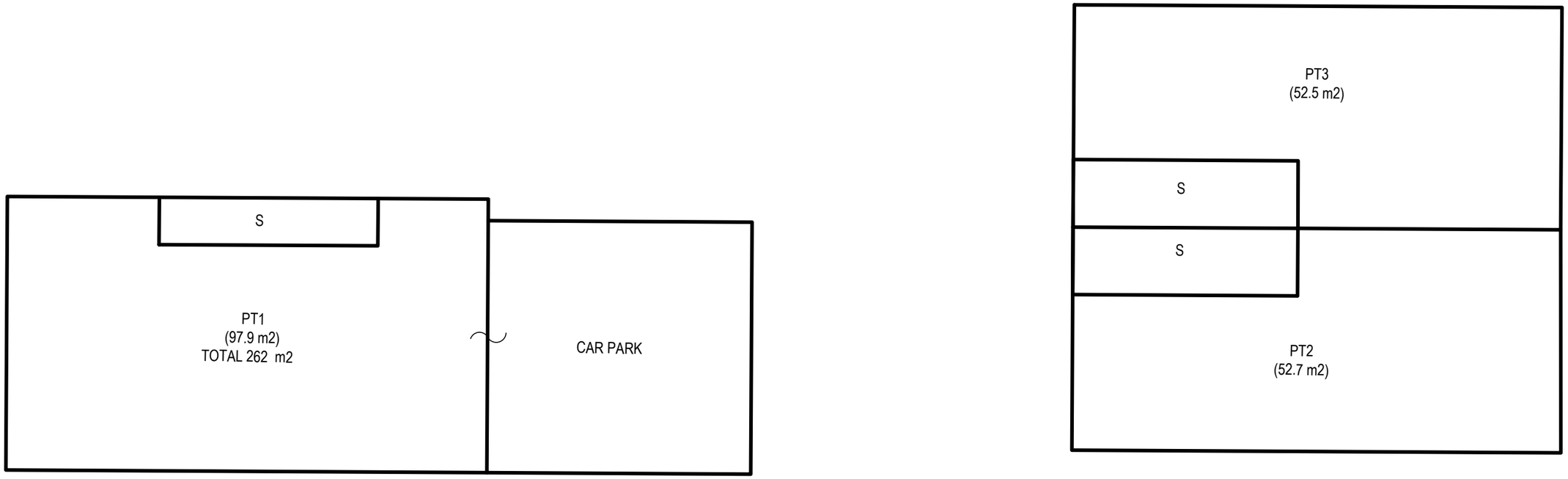
ALL STRUCTURAL FEATURES INCLUDING WALLS, FLOORS, CEILINGS, ROOF STRUCTURES, PORCHES AND PATIOS FORM PART OF COMMON PROPERTY.

ALL COMMON SERVICE LINES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEME DEVELOPMENT ACT 2015 ONLY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN DP 1269428	L.G.A.: SUTHERLAND SHIRE	REGISTERED	DRAFT
Name: EVAN AKAR		Locality: OYSTER BAY		
Date: 5/7/2021		Reduction Ratio: 1:100		
Reference: 20-03-1-1		Lengths are in metres		

GROUND FLOOR



S DENOTES STAIRS
CP DENOTES COMMON PROPERTY

AREA SHOWN ARE APPROXIMATE ONLY AND SHOULD NOT BE USED FOR ANY PURPOSE OTHER THAN THIS PLAN.

ALL STRUCTURAL FEATURES INCLUDING WALLS, FLOORS, CEILINGS, ROOF STRUCTURES, PORCHES AND PATIOS FORM PART OF COMMON PROPERTY.

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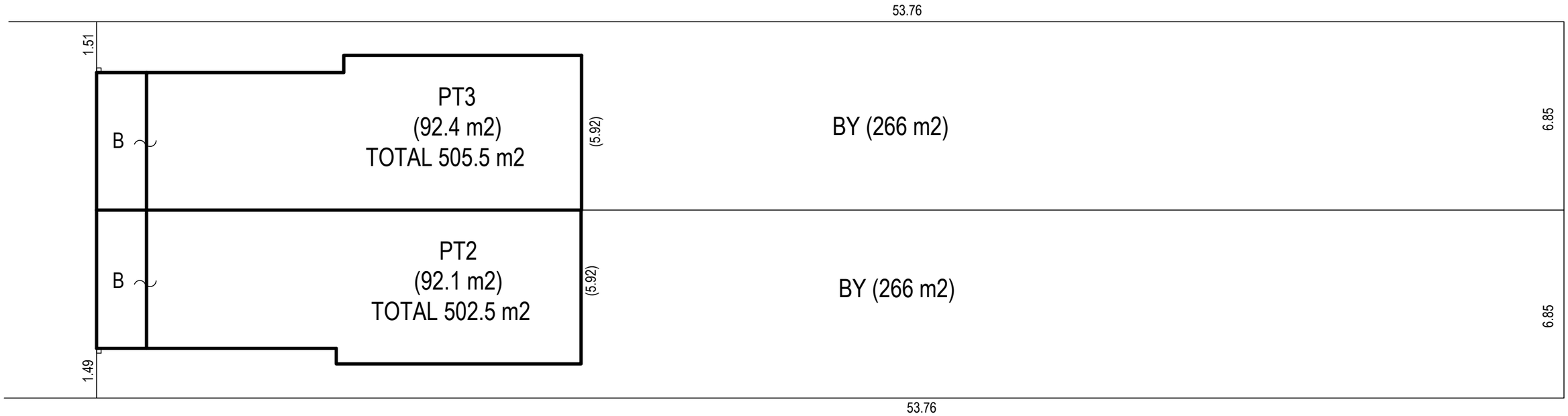
AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEME DEVELOPMENT ACT 2015 ONLY

SURVEYOR Name: EVAN AKAR Date: 5/7/2021 Reference: 20-03-1-1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1269428	L.G.A.: SUTHERLAND SHIRE Locality: OYSTER BAY Reduction Ratio: 1:100 Lengths are in metres	REGISTERED	DRAFT

N

UPPER GROUND FLOOR



BY DENOTES BACK YARD
CP DENOTES COMMON PROPERTY

AREA SHOWN ARE APPROXIMATE ONLY AND SHOULD NOT BE USED FOR ANY PURPOSE OTHER THAN THIS PLAN.

ALL STRUCTURAL FEATURES INCLUDING WALLS, FLOORS, CEILINGS, ROOF STRUCTURES, PORCHES AND PATIOS FORM PART OF COMMON PROPERTY.

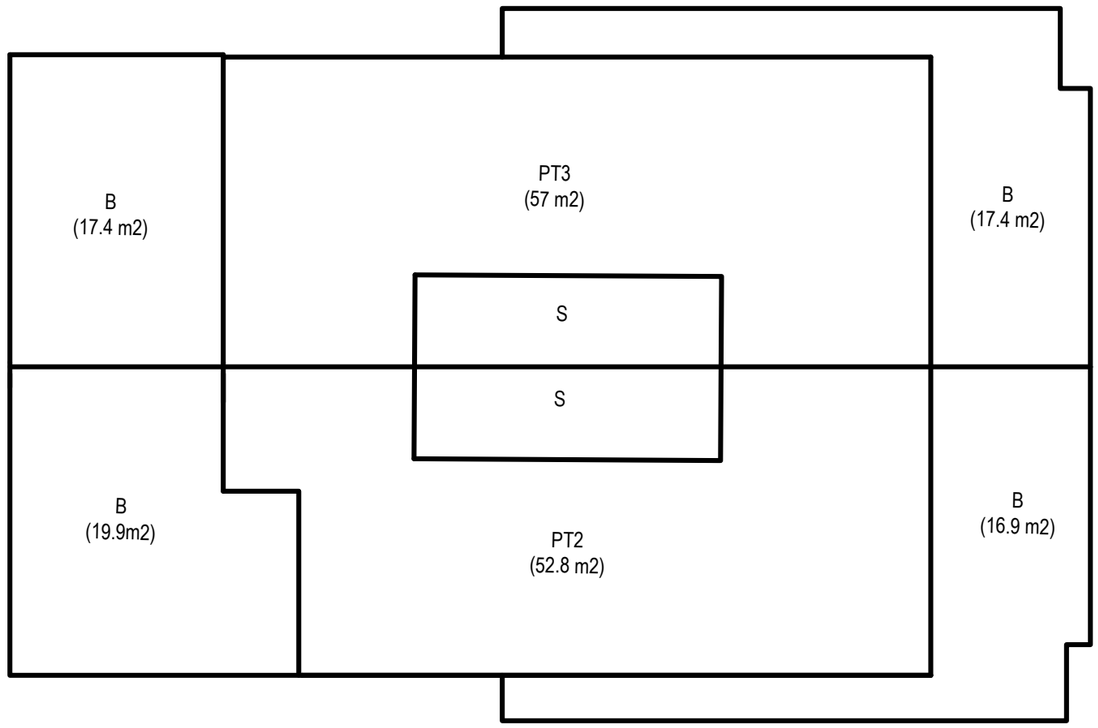
ALL COMMON SERVICE LINES ARE COMMON PROPERTY

THE STRATUM OF BACKYARDS ARE LIMITED IN HEIGHT TO 10 METRES ABOVE THE UPPER SURFACE OF FLOOR LEVELS EXCEPT WHERE COVERED WITHIN THIS LIMIT

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEME DEVELOPMENT ACT 2015 ONLY

SURVEYOR				
Name: EVAN AKAR Date: 5/7/2021 Reference: 20-03-1-1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1269428	L.G.A.: SUTHERLAND SHIRE Locality: OYSTER BAY Reduction Ratio: 1:150 Lengths are in metres	REGISTERED	DRAFT

LEVEL 1



B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
S DENOTES STAIRS

AREA SHOWN ARE APPROXIMATE ONLY AND SHOULD NOT BE USED FOR ANY PURPOSE OTHER THAN THIS PLAN.

ALL STRUCTURAL FEATURES INCLUDING WALLS, FLOORS, CEILINGS, ROOF STRUCTURES, PORCHES AND PATIOS FORM PART OF COMMON PROPERTY.

ALL COMMON SERVICE LINES ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF BALCONY EXCEPT WHERE COVERED WITHIN THIS LIMIT

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEME DEVELOPMENT ACT 2015 ONLY

SURVEYOR Name: EVAN AKAR Date: 5/7/2021 Reference: 20-03-1-1	PLAN OF SUBDIVISION OF LOT 1 IN DP 1269428	L.G.A.: SUTHERLAND SHIRE Locality: OYSTER BAY Reduction Ratio: 1:100 Lengths are in metres	REGISTERED	DRAFT

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1269428

SEARCH DATE	TIME	EDITION NO	DATE
21/1/2021	4:47 PM	1	8/12/2020

LAND

LOT 1 IN DEPOSITED PLAN 1269428
AT OYSTER BAY
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1269428

FIRST SCHEDULE

HOSSEIN BABAIE TOUSKI

SECOND SCHEDULE (5 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 B920134 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
3 AN41715 MORTGAGE TO PERPETUAL CORPORATE TRUST LIMITED
* 4 AQ179576 CAVEAT BY PAYMAN KORD
* 5 AQ734985 CAVEAT BY NASSER ETMINAN

NOTATIONS

UNREGISTERED DEALINGS: PP SP101643.

*** END OF SEARCH ***

MM20424 PRINTED ON 21/1/2021

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

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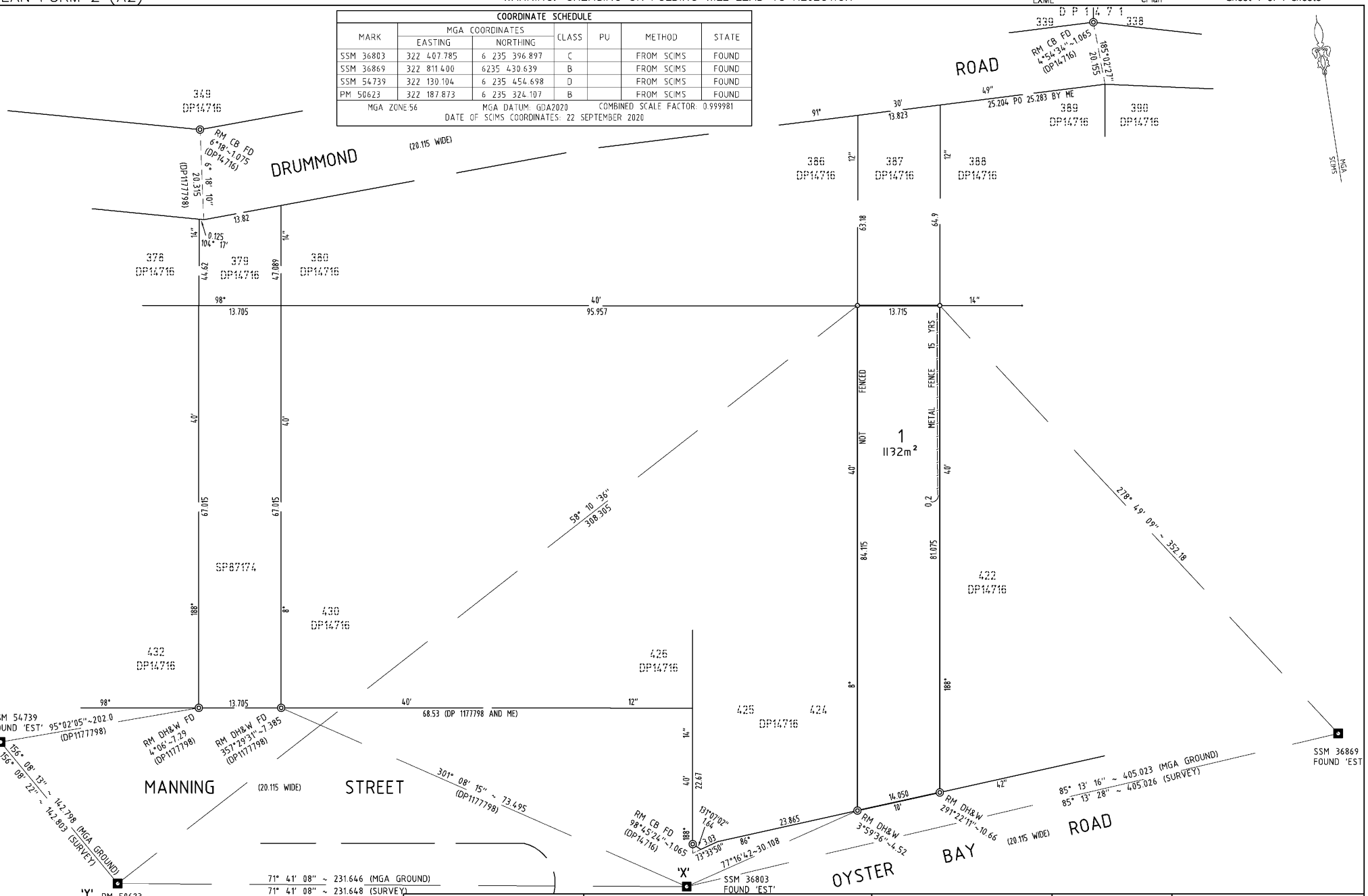
Received: 21/01/2021 16:47:14

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 36803	322 407.785	6 235 396.897	C		FROM SCIMS	FOUND
SSM 36869	322 811.400	6235 430.639	B		FROM SCIMS	FOUND
SSM 54739	322 130.104	6 235 454.698	D		FROM SCIMS	FOUND
PM 50623	322 187.873	6 235 324.107	B		FROM SCIMS	FOUND
MGA ZONE:56	MGA DATUM: GDA2020		COMBINED SCALE FACTOR: 0.999981			
DATE OF SCIMS COORDINATES: 22 SEPTEMBER 2020						



Surveyor: EHSAN (EVAN) AKAR Date of Survey: 27.09.2020 Surveyor's Ref: 200311	PLAN OF REDEFINITION OF LOT 423 IN DP 14716	LGA: SUTHERLAND SHIRE Locality: OYSTER BAY Subdivision No: Lengths are in metres. Reduction Ratio 1:400	Registered 8/12/2020	DP1269428

Req:R196486 /Doc:DP 1269428 P /Rev:08-Dec-2020 /NSW LRS /Pgs:ALL /Prt:15-Jan-2021 12:49 /Seq:1 of 4
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Req:R196486 /Doc:DP 1269428 P /Rev:08-Dec-2020 /NSW LRS /Pgs:ALL /Prt:15-Jan-2021 12:49 /Seq:2 of 4
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ePlan

PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 8/12/2020

Title System: TORRENS

Office Use Only

DP1269428

PLAN OF REDEFINITION

OF LOT 423 IN DP 14716

LGA: SUTHERLAND SHIRE

Locality: OYSTER BAY

Parish: SUTHERLAND

County: CUMBERLAND

Survey Certificate

I, EHSAN (EVAN) AKAR

of LAND STRATA SURVEYS PTY LTD
PO BOX 1614 CHATSWOOD 2075

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 27-Sep-2020

(b) ~~Partial Survey~~

(c) ~~Compilation~~

Datum Line: X-Y

Type: Urban ☑ Rural ☐

Signature: Dated: 27-Sep-2020

Surveyor Identification No: 8877

Surveyor registered under the *Surveying and Spatial Information Act 2002*

~~Crown Lands NSW/Western Lands Office Approval~~

~~I, ---------- (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.~~

~~Signature: ----------~~

~~Date: ----------~~

~~File Number: ----------~~

~~Office: ----------~~

~~Subdivision Certificate~~

~~I, ---------- certify that the provisions of section 6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.~~

~~Signature: ----------~~

~~Registration number: ----------~~

~~Consent Authority: ----------~~

~~Date of endorsement: ----------~~

~~Subdivision Certificate number: ----------~~

~~File number: ----------~~

Plans used in the preparation of survey.

DP 14716
DP 1177798

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

MACP 07/12/2020

Surveyor's Reference: 200311

Signatures, Seals and Section 88B Statements should appear on the following sheet(s)

Req:R196486 /Doc:DP 1269428 P /Rev:08-Dec-2020 /NSW LRS /Pgs:ALL /Prt:15-Jan-2021 12:49 /Seq:3 of 4
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ePlan

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 8/12/2020

Office Use Only

DP1269428

PLAN OF REDEFINITION
OF LOT 423 IN DP 14716

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of seet 1 of the administration sheets.

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1		155	OYSTER BAY	ROAD	OYSTER BAY

HOSSEIN BABAIE TOUSKI

155 Oyster Bay Rd Oyster Bay NSW 2225

Phone: 0426485880

SIGNED IN MY PRESENCE

ANDREW HERBERT WILSON
J.P. 204616
K2/1-3 EYON ROAD LINDFIELD NSW 2070
PHONE: 0437 623 467

JUSTICE OF THE PEACE
Andrew Herbert Wilson
Registration No.
204616
in and for the State of New South Wales

If space is insufficient use additional annexure sheet

Surveyor's Reference: 200311

Req:R196486 /Doc:DP 1269428 P /Rev:08-Dec-2020 /NSW LRS /Pgs:ALL /Prt:15-Jan-2021 12:49 /Seq:4 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:INFOTRACKINFOTRACK20424

ePlan

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 3 sheet(s)

Office Use Only

Registered: 8/12/2020

Office Use Only

DP1269428

PLAN OF REDEFINITION OF LOT 423 IN DP 14716

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Signed in my presence for and on behalf of Perpetual Corporate Trust Limited (ACN 000 341 533) under the Power of Attorney dated 16/9/14 **(Registration No.** 4676/802 **)**
by its Attorneys Justin Arigho
and Kushma Ram
who are personally known to me and each of whom declare that they have received no notice of the revocation of their powers

Signature of Witness	Full Name of Witness	Signature of Attorney	Title of Attorney
	Patsy Woolford		Manager
	Patsy Woolford		Administrator

Mortgage Operations Officer
Level 18 Angel Place
123 Pitt Street Sydney
NSW 2000 (02) 9229 9000

If space is insufficient use additional annexure sheet

Surveyor's Reference: 200311

Req:R196487 /Doc:DL B920134 /Rev:16-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Jan-2021 12:49 /Seq:1 of 6
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DEC 17 2 30 1929

NEW SOUTH WALES FOUR POUNDS TEN SHILLINGS STAMP DUTY

New South Wales.

J 17 12 29 T

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900).

~~B920134~~

THE HOLT SUTHERLAND COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumberances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of Five Hundred & Twenty Four Pounds Thirteen Shillings & nine pence paid by John Charles Webster of Sydney Solicitor to the Perpetual Trustee Company Limited the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said John Charles Webster All the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the Second day of May 1907. Registered Vol. 1776 Fol. 27 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number B490745 from the Holt Sutherland Estate Company Limited to KEZIA CRAIG And doth also transfer to the said John Charles Webster all the estate and interest of which it the said Holt Sutherland Company Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. B490745 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby

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appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said John Charles Webster may become the registered proprietor in fee simple of the surface lands compaised in the said Sub-lease No. B490745 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this thirteenth day of December 19 29

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this thirteenth day of December 19 29 and such Directors thereupon signed this Transfer in the presence of—

Accepted and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

SIGNED in my presence by the said JOHN CHARLES WEBSTER who is personally known to me—

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PERPETUAL TRUSTEE COMPANY LTD.,

33 39 HUNTER STREET, SYDNEY.

No. 811 16th December 1929

Received from John Charles Webster Esq

the sum of Five hundred & twenty four pounds 13/9

being the purchase money for the fee simple of all that piece of land situate in the Parish of Sutherland and County of Cumberland, being the whole of the land comprised in Sub-lease No. B 920725 dated 22nd December 1926 from the HOLT SUTHERLAND CO. LTD. to Regina Craig and part of the land comprised in Memorandum of Lease registered No. 50990.

£524 13 9

Accountant.

Cashier.

Turner & Henderson Ltd., Sydney

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B920135 4 one

No. Memorandum of Transfer of

14a. 3r. 38½p. lot 5 DP. 14150.
Scylla Rd. Res. mines & minerals etc.
Sh. Sutherland.
Pt. Sutherland.

Lodged by JOHN C. WEBSTER, Solicitor, ERGANTILE MUTUAL BUILDING, 117 PITT STREET, SYDNEY.

MINTER, SIMPSON & Co., SYDNEY.

THE HOLT SUTHERLAND COMPANY LIMITED.
Transferror.

John Charles Webster Transferree.

Particulars entered in the Register Book, Vol. 1776
Folio 27 & on Lease No 50990

the 30th day of December, 1929
at ~~minutes~~ 12 o'clock
in the noon.

Registrar General.

1 DEC 1929

	DATE.	INITIALS.
SENT TO SURVEY BRANCH	19/12	
RECEIVED FROM RECORDS	19/12	
DRAFT WRITTEN		20/12/29
DRAFT EXAMINED		23/12
DIAGRAM COMPLETE	23.12.29	
DIAGRAM EXAMINED	24.12.29	
DRAFT FORWARDED	27/12	
RETD. TO RECORDS		
RETURNED FROM RECORDS		
CERTIFICATE ENGRSSED	7 JAN 1930	
SUPT. OF ENGROSSERS		
DEP. REGISTRAR GENERAL		

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Req:R196487 /Doc:DL B920134 /Rev:16-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Jan-2021 12:49 /Seq:5 of 6
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© Office of the Registrar-General /Src:INFOTRACK /Ref:INFOTRACKINFOTRACK20424

B920135 4 one

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14a. 3r. 38½p. / lot 5 D.P. 14150 /
Scylla Rd. / Res. mines & minerals etc /
Sh. Sutherland.
Pt. Sutherland.

J. C. Webster 36524

Lodged by JOHN C. WEBSTER, Solicitor, MERCANTILE MUTUAL BUILDING, 117 PITT STREET, SYDNEY.

~~MINTER, SIMPSON & Co.,~~
~~SYDNEY.~~

THE HOLT SUTHERLAND COMPANY LIMITED.
Transferror.

John Charles Webster *Transferree.*

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Folio 27 & on Lease No 50990

the 30th day of December, 1929
at ~~minutes~~ 12 o'clock
~~in the~~ noon.

[signature]
Registrar General.

31 DEC 1929

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RECEIVED FROM RECORDS	19/12	
DRAFT WRITTEN		20/12/29
DRAFT EXAMINED		23/12
DIAGRAM COMPLETE	23.12.29	
DIAGRAM EXAMINED	24.12.29	
DRAFT TO RECORD	27/12	
RETD. TO RECORDS		
RETURNED FROM RECORDS		
CERTIFICATE ENGR. S. O.	7 JAN 1930	
SUPT. OF ENGROSSERS		
DEP. REGISTRAR GENERAL		

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Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

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

Certificate no:	ePC:21/0154	Delivery option:	
Certificate date:	15/01/2021	Your reference:	MM20424

Property:

Lot 1 DP 1269428
155 Oyster Bay Road OYSTER BAY NSW 2225

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.

INFORMATION PURSUANT TO SECTION 10.7(2), ENVIRONMENTAL PLANNING & ASSESSMENTACT, 1979

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

* Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

* 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 (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 Estate Development

* SEPP No.55 - Remediation of Land

* SEPP No.64 - Advertising and Signage

* SEPP No.65 - Design Quality of Residential Apartment Development

* 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 and Consents) 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 (SEPP) 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, SEPP (Educational Establishments and Child Care Facilities) 2017, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation, SEPP Housing Diversity and SEPP Remediation of Land, and proposed changes associated with the NSW Flood Prone Land Package (Department of Planning Industry & Environment).

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; Exhibition homes; Exhibition villages; 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 Housing Diversity Code
Complying development may be carried out on the land under the Low Rise Housing Diversity Code.

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

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?

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

(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 7.12 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 Part7A 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's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning

and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

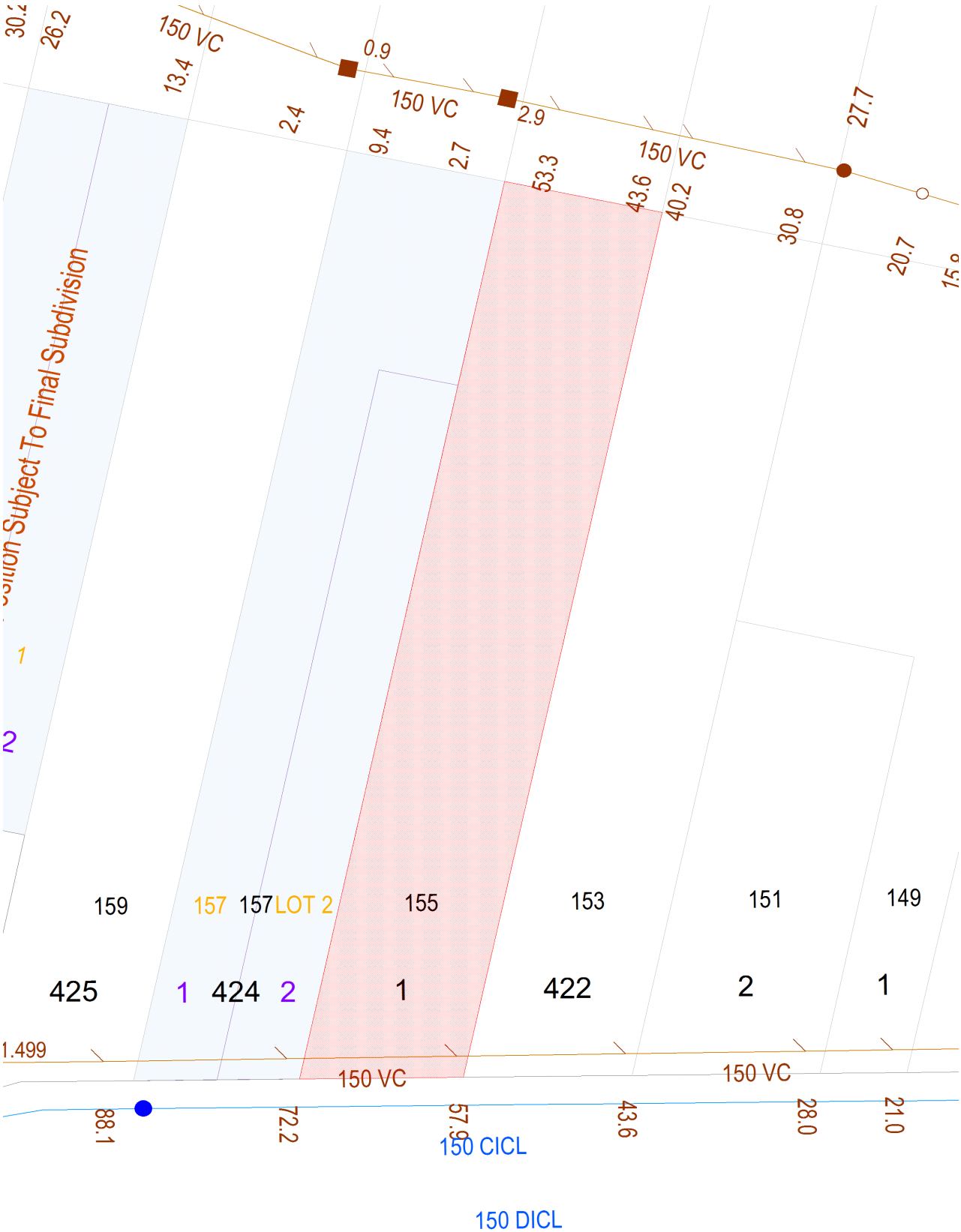
For further information please telephone [02] 9710 0333.

Yours faithfully

Mark Carlon
Manager Strategic Planning

Service Location Print

Application Number: 8000387802



Document generated at 22-01-2021 01:00:16 PM

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

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshalft EDUCT — VSE
- Ventshaft INDUCT — VSI
- Property Connection Point (with chainage to downstream MH) — 10.8
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit) — A
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
- Stop Valve with Tapers
- Closed Stop Valve
- Air Valve
- Valve
- Scour
- Reducer / Taper
- Vertical Bends
- Reservoir
- Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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

Pipe Types

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

Further Information

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

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

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

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Sewer Service Diagram

Application Number: 8000387818

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of Sutherland (Oyster Bay)

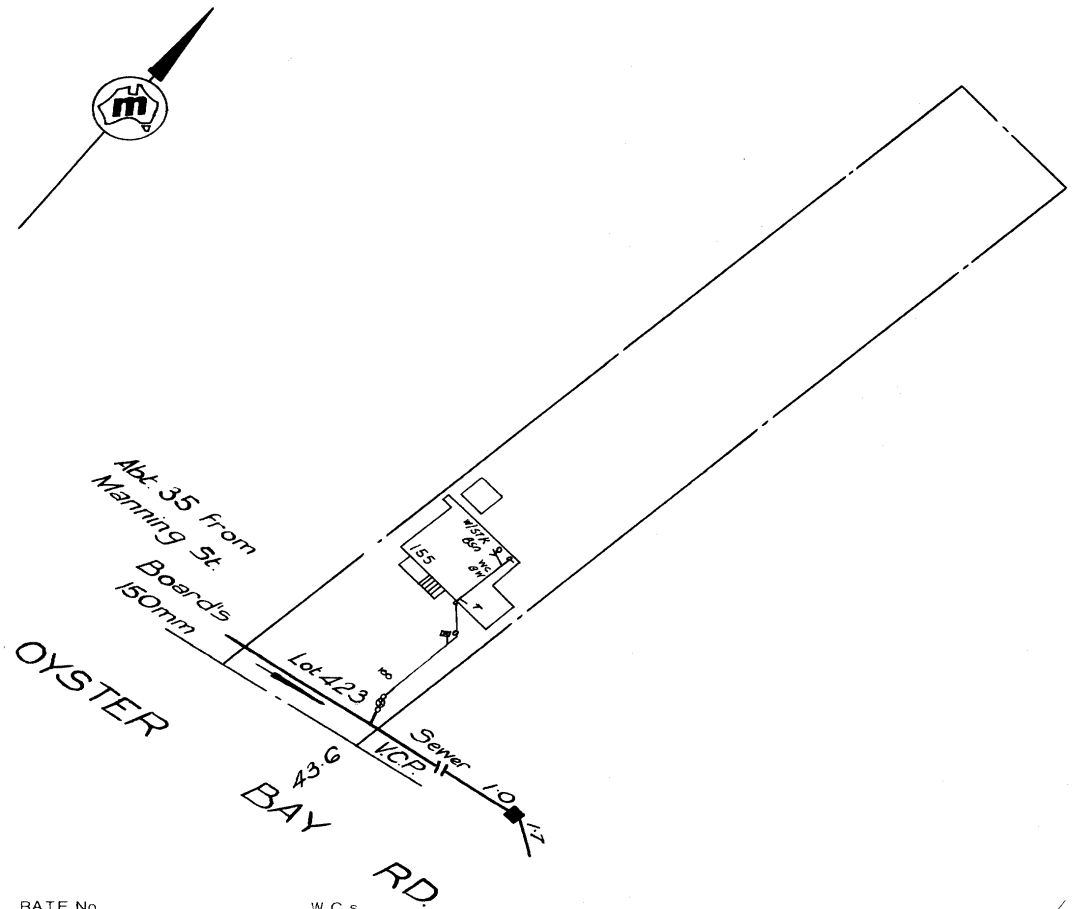
No. 870391

SYMBOLS AND ABBREVIATIONS

	Boundary Trap	RV	Reflux Valve	IP	Induct Pipe	Bsn	Basin
	Inspection Shaft		Cleaning Eye	MF	Mica Flap	Shr	Shower
	Pit	VERT	Vertical Pipe	T	Tubs	WIP	Wrought Iron Pipe
GI	Grease Intercepter	VP	Vent Pipe	KS	Kitchen Sink	CIP	Cast Iron Pipe
	Gully	SVP	Soil Vent Pipe	WC	Water Closet	FW	Floor Waste
PT	P Trap	DCC	Down Cast Cowl	BW	Bath Waste	WM	Washing Machine

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. .....

SHEET No. 11295 ..... U.C.s. .....

Scale 1 : 500

..../...../.....

For House Services Engineer

	DRAINAGE		BRANCH OFFICE	PLUMBING	
.....W.C.	Supervised by	Date		Supervised by	Date
.....Bth.					
.....Shr.	.....	...../...../.....	Date...../...../.....		
.....Bsn.	Inspector		Outfall ..... HL LL	.....	...../...../.....
.....K.S.	Examined by			Inspector	
.....T.			Drainer.....		
.....Plg.	.....	...../...../.....	Plumber.....		
Dge. Int.	Chief Inspector				
Dge. Ext.	Tracing Checked.....	...../...../.....	Boundary Trap ✱/is not required		

Nº 155: 25-7-79

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

WHOLE OCCUPATION CERTIFICATE

BUILDING CERTIFIERS
Certifying Your Building Dream

PRELIMINARIES	
Whole Occupation Certificate No.	OC2020-0252
Subject Property	LOT 423, DP 14716, 155 Oyster Bay Road, Oyster Bay
Council Authority	Sutherland Shire Council
Applicant	Mr Amir Jivar
Date of Certificate	10/11/2022

DEVELOPMENT CONSENT	
Development Consent No:	Re No: DA18/1010 & MA21/0215
	Date of Issue: 17/05/2019 & 27/08/2021
	Issuing Authority: Sutherland Shire Council

CONSTRUCTION CERTIFICATE	
Construction Certificate	CC Approval No (s): CC/2019/038 & CC2020-0252.1
	Date of certificate: 24/07/2019 & 17/11/2021
	Authority: Yucel Haydardedeoglu – Registration No. BDC 2156 & Samy Mikhail – Registration No. BDC 2277

AREA OF OCCUPANCY	
Building details and area of Occupation	Demolition of existing structures and construction of a multi Dwelling development
Whole	Whole
BCA Classification (s)	Class 10

CERTIFYING AUTHORITY	
Signed	• A current Development Consent is in force for the building work • A current Construction Certificate has been issued with respect to the relevant building plans, documents and specifications. • The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia. • The health and safety of the occupants has been taken into consideration.
	Samy Mikhail – Registered Building Surveyor – Unrestricted – BDC – 2277