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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 55037408	NSW Duty:
vendor's agent	SINGER RESIDENTIAL		Phone: 0457056811
	11 Bream Street COMO NSW 2226		Fax:
co-agent			Ref: Joshua
vendor	MBC PROPERTY SYDNEY NOMINEES PTY LTD		
	Level 19 1 O'Connell Street SYDNEY NSW 2000		
vendor's solicitor	Vision Legal Pty Ltd		Phone:
	Suite 1307 370 Pitt Street Sydney NSW 2000		Fax: 02 9533 1077
			Ref: 19021
date for completion	See Special Condition 42	(clause 15)	Email: admin@visionlegal.com.au
land (Address, plan details and title reference)	Unit /12 DURBAR AVE KIRRAWEE NSW 2232 LOT IN AN UNREGISTERED STRATA PLAN BEING PART OF LOT 1 IN DEPOSITED PLAN 1249370 1/1249370		
improvements	☐ VACANT POSSESSION ☐ Subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☑ other: TOWNHOUSE		
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:		

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

inclusions	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions

purchaser

purchaser's solicitor — Phone: / Fax: / Ref: / Email:

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 **witness**

GST AMOUNT (optional)
The price includes
GST of: $

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

Choices

vendor agrees to accept a ***deposit-bond*** (clause 3)	☐ NO	☐ yes
proposed *electronic transaction* (clause 30)	☐ no	☐ YES

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

land tax is adjustable	☐ NO	☑ yes	
GST: Taxable supply	☐ NO	☑ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☐ NO	☐ yes	

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

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

Purchaser must make an *RW payment* (residential withholding payment)	☐ NO	☑ yes(if yes, vendor must provide further details)

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

***RW payment* (residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: $

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- [ ] 32 property certificate for strata common property
- [ ] 33 plan creating strata common property
- [ ] 34 strata by-laws
- [ ] 35 strata development contract or statement
- [ ] 36 strata management statement
- [ ] 37 strata renewal proposal
- [ ] 38 strata renewal plan
- [ ] 39 leasehold strata - lease of lot and common property
- [ ] 40 property certificate for neighbourhood property
- [ ] 41 plan creating neighbourhood property
- [ ] 42 neighbourhood development contract
- [ ] 43 neighbourhood management statement
- [ ] 44 property certificate for precinct property
- [ ] 45 plan creating precinct property
- [ ] 46 precinct development contract
- [ ] 47 precinct management statement
- [ ] 48 property certificate for community property
- [ ] 49 plan creating community property
- [ ] 50 community development contract
- [ ] 51 community management statement
- [ ] 52 document disclosing a change of by-laws
- [ ] 53 document disclosing a change in a development or management contract or statement
- [ ] 54 document disclosing a change in boundaries
- [ ] 55 information certificate under Strata Schemes Management Act 2015
- [ ] 56 information certificate under Community Land Management Act 1989
- [ ] 57 document relevant to off-the-plan sale

Other

- [ ] 58

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 solicitor / licensed conveyancer 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 the Property under the Schedule, from the Vendor under the Schedule to the Purchaser under the Schedule in order that there is no cooling off period in relation to that contract;

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

4. I have explained to the Purchaser:

   (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.

Schedule

Property:

Vendor: **MBC Property Sydney Nominees Pty Ltd ACN 604 015 625 as trustee for MBC Property Sydney Unit Trust**

Purchaser:

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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.

3. There is NO COOLING OFF PERIOD:
   (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
   (b) if the property is sold by public auction, or
   (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
   (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.

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

DISPUTES

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

AUCTIONS

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

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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:

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

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

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

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

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

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

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

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

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

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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);
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);
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);
remittance amount	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*;
rescind	rescind this contract from the beginning;
RW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *RW rate*);
RW 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);
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 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

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

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

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

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

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

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

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

3 Deposit-bond

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

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

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

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

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

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

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

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

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

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

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

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

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

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

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

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

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

4 Transfer

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

4.1.1 the form of transfer; and

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

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

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

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

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

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7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

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13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

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

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

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

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

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

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

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

13.13 If the purchaser must make an *RW payment* the purchaser must –

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

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

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

13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

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16 Completion

- **Vendor**

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

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

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

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

16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

- **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;
- *remittance amount* payable;
- *RW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

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

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

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

16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

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

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

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

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

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

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

17 Possession

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

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

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

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

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation)* is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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23 Strata or community title

- **Definitions and modifications**

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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

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

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

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

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

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

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

- **Adjustments and liability for expenses**

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

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

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

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

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

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

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

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

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

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

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

23.9 However, the purchaser can *rescind* if –

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

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –

- a proportional unit entitlement for the lot is not disclosed in this contract; or
- a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

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

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

- **Notices, certificates and inspections**

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

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

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

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

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

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

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

- **Meetings of the owners corporation**

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

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

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

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest 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

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

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

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28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

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

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*;

30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party serves* a notice that it will not be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and

30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally*, the vendor must *within* 7 days of the *effective date* –

30.5.1 create an *Electronic Workspace*;

30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and

30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

30.6.1 *populate* the *Electronic Workspace* with *title data*;

30.6.2 create and *populate* an *electronic transfer*;

30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and

30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –

30.7.1 join the *Electronic Workspace*;

30.7.2 create and *populate* an *electronic transfer*;

30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and

30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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

30.8.1 join the *Electronic Workspace*;

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

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

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

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

30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –

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

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

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

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

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

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

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

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

30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –

30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

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

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

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

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

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

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*;
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 *ENCL;*
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 *remittance amount* payable to the Deputy Commissioner of Taxation;

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

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

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

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

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

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Additional clauses

32. Definitions

These words have these meanings in this contract:

Building means the building comprised in the Deposited Plan.

Deposit holder means the Vendor's solicitor named on the front page of this contract.

Development means the development of the Site.

Development Activities means any form of work on the Site for the Vendor's purposes (in one or more stages) including:

- demolition, excavation or landscaping;
- building work or work ancillary to or associated with building work including the installation of Services;
- the subdivision or consolidation of the Site;
- the dedication of parts of the Site to an authority; and
- any other activity that is considered necessary or desirable by the Vendor for the Development of the Site.

Draft Documents means each document or plan referred to in this clause as a "Draft".

Draft Instrument means the draft section 88B instrument attached to this contract

Draft Strata Plan means the plan attached to this contract.

Final Sunset Date means 15 March 2021.

Finishes means the finishes stated in the Schedule of Finishes attached to this contract.

FIRB means the Foreign Investment Review Board.

Foreign Person has the meaning defined in the Foreign Acquisitions and Takeovers Act 1975 (Cth) and includes a foreign interest as referred to the Act.

Occupation Certificate means an interim or final occupation certificate for the property given by the relevant authority under the Environmental Planning & Assessment Act 1979.

Planning Certificate means the certificate attached to this contract issued under section 10.7 of the Environmental Planning & Assessment Act 1979, and includes any document or other provision incorporated in it.

Registrar means the registrar of the Land and Property Information.

Serious Defect means, in relation to the property, a structural defect or a defect that endangers persons or property, or a defect the rectification of which would detrimentally and substantially interfere with the use of the property.

Service includes:

- water, gas, electricity;
- sewerage and drainage;
- air conditioning and heating;
- telephone, radio, television, satellite or other communication means; and
- security systems.

Service Provider means any person that may provide a Service to the Site.

Sewerage Service Diagram means any sewerage service diagram or sewerage connection and diagram for the Site.

Site means the land comprised in in the title reference 1/1249370, also known as 12 Durbar Avenue, Kirrawee NSW 2232 including any improvements on it.

Standard Requisitions means the requisitions attached to this contract.

Standard Response to Requisitions means the standard response to the Standard Requisitions attached to this contract.

Sunset Date means 15 March 2020 or any later date as extended under clause 54.2.

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33. Interpretation

In this contract:

(a) a reference to any gender includes all genders

(b) the singular includes the plural and vice versa

(c) headings are for convenience of reference only and do not affect interpretation

(d) a mention of anything after *include, includes* or *including,* does not limit what else might be included

(e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and also any subordinate legislation issued under, that legislation or legislative provision

(f) a reference to dollars or $ is to an amount in Australian currency

(g) a reference to length is in meters

(h) a reference to any party to this contract or to any other document or arrangement, includes that party's legal personal representatives, substitutes (including, without limitation, any person taking by novation), successors and permitted assigns

(i) where an expression. word or phrase is given a particular meaning, then other parts of speech based on that expression, word or phrase and other grammatical forms of

that expression, word or phrase, have corresponding meanings

(j) in calculating any period of time commencing from a particular day, the period commences on the following day and the following day counts as part of that period

(k) the rule of interpretation which sometimes requires that a document be interpreted to the disadvantage of the party which put the document forward, does not apply

(l) a reference to this contract or any other agreement, arrangement or document, includes any variation, novation, supplementation or replacement of them

(m) where an expression is defined anywhere in this contract, it has the same meaning throughout

(n) the above background notes, and any schedule, annexure, attachment or exhibit, and the description of the parties, all form part of this contract

(o) a reference to anything (including any amount) is a reference to the whole or any part of it {except that nothing in this clause excuses a party from performing the whole of an obligation just because they have performed part of the obligation)

(p) a reference to a guarantor is a reference to the guarantors named in this contract jointly and each of them severally

(q) a reference to a Purchaser is a reference to the Purchasers named in this contract jointly and each of them severally

(r) a reference to a person includes a body corporate, partnership, joint venture, incorporated or unincorporated association, or authority

(s) a reference to a person includes a reference to that person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns

(t) a reference to an authority includes a government or semi-government authority, a local council, an administrative, judicial or statutory body, and a commission, tribunal, agency or other similar entity

(u) 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.

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34. Amendments to 'Contract for the sale of land - 2018 edition'

The 'Contract for the sale of land - 2018 edition' is amended as follows:

- Clause 1 — in the definition of 'requisition' replace "(but the term does not include a claim)" with "or claim".
- Clause 4.1 — replace this clause with "The Purchaser must serve the form of transfer within 7 days after the Vendor gives the Purchaser notice of registration of the Strata Plan."
- Clause 5.2 — replace this clause with "if it arises out of anything served on the Purchaser by the Vendor - within 7 days after the later of the date the Vendor gives the Purchaser notice of registration

	of the Draft Plan and the date of service; and"
• Clause 7.1	replace the first line with "the Vendor can rescind even if it is not reasonable to do so if in the case of claims that are not claims for delay -"
• Clause 7.1.1	delete.
• Clause 7.1.3	replace "the Purchaser does not serve notice waiving the claims within 14 days after that service• with "the Purchaser does not serve notice waiving the claims within 7 days after that service".
• Clause 7.2.1	replace "the lesser of the total amount claimed and 10% of the price" with "the lesser of the total amount claimed and 1% of the price".
• Clause 7.2.2	replace "the amount held is to be invested in accordance with clause 2.9" with "the amount held is to be invested in accordance with clause 39.1".
• Clause 9.1	replace this clause with "keep or recover the deposit;"
• Clause 10.1	replace line 1 with "the Purchaser cannot make a claim or requisition or rescind or terminate or delay completion in respect of-"
• Clauses 10.1.8 and 10.1.9	replace "substance" with "substance or existence"
• Clause 12	replace "subject to the rights of any tenant with "subject to the rights of any tenant or builder".
• Clause 13	delete.
• Clauses 14.4, 14.5 and 14.7	delete.
• Clause 15	delete.
• Clause 16.8	replace "$10" with "$5".
• Clause 23.8	delete.
• Clause 23.9	delete.
• Clauses 24 to 30	delete.

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35. Vendor's disclosures

35.1 Disclosures

The Vendor discloses to the Purchaser each of the matters referred to in this clause 35, and the Purchaser may not make any claim or requisition, delay completion, or rescind or terminate in connection with any matter disclosed in this clause 35.

35.2 Development activities

If the Development Activities on the Site (but not the Property) are not completed at completion the Vendor will complete the Development Activities after completion. The Vendor discloses and the Purchaser acknowledges that the Development Activities after

completion may result in construction noise and other disturbances to the Purchaser.

35.3 Stormwater

The Development Consent for the Site may require the Vendor to grant and register over the Site an easement, restriction on use, or positive covenant burdening the land or benefiting Council or another authority for construction, maintenance, repair and replacement of:

(a) water quality control and stormwater detention and drainage structures; and

(b) gross pollutant traps to control the discharge of stormwater from the Site.

35.5 Easements and other matters

Easements, restrictions on use or positive covenants, leases, bonds, guarantees or security deposits that are not disclosed in this contract may be imposed or required by an authority or a Service Provider.

35.6 Draft Strat Plan Documents

Changes to the Draft Strata Plan Documents attached to this contract may be made to meet the requirements of a Service Provider or an authority.

35.7 Arrangements with Service Providers

Arrangements with Service Providers for the provision of Services to the Site have not been finalised. The Vendor may enter into arrangements with Service Providers for the provision of Services to the Site or to assume obligations under agreements in relation to those arrangements.

35.8 Substation

If required, the Vendor may dedicate part of the Site to the appropriate electricity authority for the purpose of an electricity substation to supply power to the Site.

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36. Changes to the Site

36.1 Easements and other arrangements

The Vendor may, in respect of the property and the Site, grant or otherwise create or procure:

(a) easements, restrictions on use, positive covenants;

(b) leases;

(c) rights and privileges, including exclusive use rights and special privileges;

(d) the dedication of part of the Site to an authority; and

(e) agreements and other arrangements.

36.2 Draft Strata Plan Documents

The Vendor may make any change to the Draft Strata Plan Documents (including the property) at its discretion, and register any Draft Strata Plan Document with or without changes without notice to the Purchaser, including any change to:

(a) the numbering and configuration of lots;

(b) the location of the boundary of lots;

(c) meet the requirements of any authority;

(d) install Services on the Site;

(e) unit entitlements, or the measurements and dimensions of lots; or

(f) draft instrument.

36.3 Replacement of Draft Strata Plan Documents

If the Vendor gives the Purchaser an updated version of any Draft Strata Plan Document then the document replaces that previously attached to this contract.

36.4 Changes to Draft Strata Plan

Any change to the Draft Strata Plan or the property is minor and does not detrimentally affect the property to an extent which is substantial where:

(a) the total area of the property is reduced by 5% or less.

36.5 Purchaser's right to rescind

If anything done by the Vendor under this clause 36 detrimentally affects the property to an extent which is substantial and had previously not been disclosed, the Purchaser may rescind this contract by notice to the Vendor within 14 days after the earlier of the Vendor serving notice to the Purchaser of:

(a) The Vendor's intention to do the relevant thing:

(b) The Vendor doing the relevant thing; and

(c) Registration of the Draft Strata Plan.

36.6 No other claims

The Purchaser may not make any claim or requisition, delay completion, rescind or terminate in respect of anything done by the Vendor under this clause 36 except in accordance with clause 36.5.

36.7 Additional clauses relating to rescission

Clause 59 does not apply to this clause 36.

37. Intentionally deleted

38. Intentionally deleted

39. Warranty as to agent

(a) The Purchaser warrants that the Purchaser was not introduced to the Vendor nor to the property by any agent other than the Vendor's agent named in this contract.

(b) The Purchaser indemnifies the Vendor against any claim that might be made by any agent resulting from a breach of the warranty in paragraph (a) and all costs and expenses incidental to defending any claim on a solicitor/client basis.

40. Purchaser's representations and warranties

40.1 Warranties

The Purchaser represents and warrants that:

(a) the Purchaser has not entered into this contract as a result of any representation, promise or warranty (whether oral or in writing) made by the Vendor, the Vendor's agent or any other person on the Vendor's behalf, except those given in this contract, including in relation to:

(i) the nature, fitness and suitability of the property and the improvements, and the purposes for which the property may be lawfully used,

(ii) any financial return or income to be derived from the property, including the Purchaser's entitlement to any income tax deduction for depreciation of plant and equipment or in connection with the construction costs of the building, or

(iii) the view from the property.

(b) the Purchaser has relied entirely on its own inquiries relating to the property before entering into this contract; and

(c) the Purchaser has obtained appropriate independent advice and has satisfied itself in relation to its rights and obligations under this contract, including its representations and warranties in this clause 40.

40.2 Trustee

Where the Purchaser enters into this contract as the trustee of a trust, the Purchaser represents and warrants, both in its personal capacity and in its capacity as trustee, that the Purchaser has the power to enter into and perform its rights and obligations under this contract.

40.3 Acknowledgment

The Purchaser acknowledges that the Vendor has entered into this contract on the basis that the representations and warranties in this contract are true and not misleading.

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41. Deposit

41.1 Investment of deposit

(a) The parties direct the deposit holder to:

(i) pay the deposit to an unsecured interest bearing account at call with an Australian bank with interest to be reinvested, where the bank will be nominated and may be changed at the direction of the Vendor,

(ii) deduct all bank charges, government charges, fees and taxes payable in connection with the investment of the deposit from interest before payment of the deposit is made,

(iii) at the direction of the Vendor withdraw the deposit and interest earned on it in anticipation of completion, but if no direction is made withdraw it after completion,

(iv) promptly pay any interest on the deposit equally between the Vendor and the Purchaser within 5 business days after completion,

(v) promptly pay the deposit and interest earned on it in accordance with this contract to the party entitled to it upon completion, rescission or termination, and

(vi) promptly pay the deposit and interest earned on it in full to a party that terminates this contract due to a default of the other party.

(b) The deposit is invested at the risk of the party entitled to it.

(c) A party will do everything necessary (including the provision of tax file numbers) to give effect to this clause 41.

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42. Completion date

The completion date is the later of:

(a) 42 days after the date of this contract:

(b) 14 days after the Vendor notifies the Purchaser of registration of the Draft Strata Plan; and

(c) 14 days after the Vendor gives a copy of the Occupation Certificate to the Purchaser.

The Purchaser must complete by 3pm on the completion date.

43. Notice to complete

(a) The parties acknowledge that 14 days is a reasonable period for any notice to complete issued under this contract.

(b) A party giving a notice to complete is entitled to withdraw it at any time, extend it, or issue another notice.

44. If the Purchaser delays completion

If the Purchaser completes this contract but does not do so on or before the completion date, then:

(a) on completion the Purchaser must pay the Vendor:

(i) $450, if the Vendor issues a notice to complete, for additional legal costs and other expenses incurred as a consequence of being required to issue a notice to complete,

(ii) interest on the balance purchase price at the rate of 12% per annum. The interest is to be computed from but excluding the completion date to and including the actual date of completion calculated on daily rests.

(b) The definition of "adjustment date" in clause 1 is amended to be the earliest of the completion date, the date possession is given to the Purchaser and the date of actual completion.

(c) Payment of all amounts under this clause, including the adjustments, is an essential term of this contract.

(d) The Purchaser is not liable to pay interest under this clause for any period of delay caused solely by the Vendor.

45. Settlement default

If the Purchaser cancels settlement after appropriate arrangements have been made, the Purchaser will allow to the Vendor $185 on settlement, for each cancellation.

46. Encumbrances, notations, etc.

46.1 Encumbrances

If a mortgage is registered or a caveat lodged over the property the Purchaser must accept a discharge of that mortgage or a withdrawal of that caveat on completion if it is in a form acceptable *to* the Registrar and the fees for lodgment are paid by the Vendor.

46.2 Notations

The Purchaser has satisfied itself in respect of the notations other entries on the folios in the title information and will not make any claim or requisition, delay completion, rescind or terminate because of any of them.

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47. Planning Certificate

47.1 Disclosure

The Planning Certificate has been disclosed by the Vendor and inspected by the Purchaser, and the Purchaser is aware of all restrictions and prohibitions applicable to the Site disclosed in the Planning Certificate.

47.2 Acknowledgment

The Purchaser acknowledges that the Vendor has disclosed in the Planning Certificate all environmental instruments affecting the property.

47.3 No claims

Subject to Part IV of the Conveyancing Act, the Purchaser must not make any objection, claim or requisition, delay completion, rescind or terminate in respect of anything disclosed to the Purchaser or acknowledged by it in this clause 47.

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48. Adjustments

48.1 Rating year

In this clause:

(a) current means the rating quarter, year or land tax year current on the day that completion actually occurs;

(b) rating quarter means July to September. October to December, January to March and April to June;

(c) rating year means July to June, and

(d) land tax year means January to December.

48.2 Council rates

The Purchaser acknowledges that if a separate assessment for the property for council rates has not issued on completion, the amount payable in respect of the property for the current rating year is $2,500 and those rates will be adjusted on completion as paid by the Vendor.

48.3 Water and sewerage rates

The Purchaser acknowledges that if a separate assessment for the property for water and sewerage rates has not issued on completion, the amount payable in respect of the property

for the current rating quarter is $300 and those rates will be adjusted on completion as paid by the Vendor.

48.4 Payment by Vendor

If adjustments are made in accordance with clause 48.2 or 48.3 the Vendor will pay any separate assessment *of* council rates or water and sewerage rates that may issue for the property for the current rating year or quarter.

48.5 Land tax

The Purchaser acknowledges that if a separate assessment for the property for land tax has not issued on completion the amount payable in respect of the property for the current land tax year is $2,500 and land tax will be adjusted on completion as paid by the Vendor.

48.6 Payment by Vendor

The Vendor will pay any separate assessment of land tax that may issue for the property for the current land tax year.

48.7 Necessary releases

The Vendor must pay on or before completion, to the extent necessary to release the property from any charge:

(a) any assessment for council rates;

(b) any assessment for water and sewerage rates, and

(c) any assessment for land tax.

48.8 Notice to complete

The Vendor may serve a notice to complete despite any charge on the property in respect of unpaid council rates, water and sewerage rates, land tax, or any other tax or outgoing, and is not obliged to remove any such charge until completion.

---

49. Guarantee

This clause applies if the Purchaser is a corporate entity.

49.1 Guarantor's acknowledgments

The guarantor acknowledges that:

(a) the Vendor has entered into this contract with the Purchaser at the request of the guarantor;

(b) it has given the guarantee in this clause 49 for valuable consideration;

(c) a reference to a guarantor is a reference to the guarantors named in this contract jointly and each of them severally; and

(d) if there is more than one guarantor, this clause 49 binds the guarantors jointly and each of them severally.

49.2 Guarantee

The guarantor guarantees to the Vendor:

(a) the due and punctual payment of all money payable at any time for any reason to the Vendor by the Purchaser in connection with this contract or the transactions contemplated by it; and

(b) the punctual performance and observance by the Purchaser of the express or implied obligations of the Purchaser in connection with this contract or the transactions contemplated by it.

49.3 Performance of guarantee

(a) If money due and payable under clause 49.2(a) is not paid on time, the guarantor will pay the money to the Vendor within 7 days of a demand from the Vendor even if no demand for payment has been made to the Purchaser.

(b) If an obligation of the Purchaser under clause 49.2(b) is not performed on time, the guarantor will perform the obligation immediately after a demand from the Vendor even if no demand for performance has been made to the Purchaser.

49.4 Indemnity

The guarantor indemnifies the Vendor against all damages, costs, charges, actions, suits, claims, demands or losses that the Vendor may incur for any reason, where either:

(a) the Purchaser does not pay on time any money due and payable to it by the Purchaser in connection with this contract or the transactions contemplated by it, or

(b) the Purchaser does not punctually perform or observe an express or implied obligation of the Purchaser in connection with this contract or the transactions contemplated by it.

49.5 Rights not affected

The liability of the guarantor and the rights of the Vendor under this clause 49 are not adversely affected by anything that might otherwise adversely affect them, including:

(a) transfer of a right of the Vendor or any variation of a right of the Vendor;

(b) the Vendor granting any time or other allowance to the Purchaser; or

(c) acquiescence, delay, acts, omissions or mistakes by the Vendor

49.6 Restrictions on guarantor

Until all monies payable to the Vendor in connection with this contract are paid and all

obligations performed, the Guarantor will not

(a) make a claim or enforce a right against the Purchaser or its property; or

(b) prove in competition with the Vendor if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.

---

50. Purchaser's inspection

50.1 Inspection by Purchaser

(a) The Purchaser is entitled to one inspection of the property (not more) before completion by giving notice to the Vendor that requests a time and date for the inspection at least 7 days before the completion date (Inspection request).

(b) After receiving an inspection request from the Purchaser, the Vendor may notify the Purchaser that:

(i) the Vendor will permit an inspection in accordance with the inspection request, or

(ii) the Vendor requires the Purchaser to inspect the property before completion at a time and date nominated by the Vendor (that will be between 9am and 6pm Monday to Saturday) and the Purchaser must make its inspection at this time.

50.2 Completion of property

The Vendor must use reasonable endeavours to cause the Development including the property to be constructed:

(a) in a proper and workmanlike manner, and

(b) in accordance with all laws and the requirements of authorities.

50.3 Serious defects

(a) The Purchaser must notify the Vendor of Serious Defects immediately after the Purchaser becomes aware of them.

(b) The Vendor must at its cost rectify any Serious Defect to the property in a good and workmanlike manner if the Purchaser notifies the Vendor of it. The Purchaser is not required to complete until 2 business days after the Serious Defect is rectified in accordance with this clause.

50.4 Other defects

(a) The Vendor is not obliged to rectify any defect to the property except a Serious Defect before completion.

(b) The Purchaser may only notify the Vendor of defects to the property that are not

Serious Defects within a period commencing on the day after actual completion and ending 3 months after that date (defects warranty period), and on not on more than 1 occasion.

(c) The Vendor must at its cost rectify any defect caused by faulty workmanship or materials (excluding minor shrinkage and settlement cracks) in a good and workmanlike manner within a reasonable time after the expiry of the defects warranty period.

50.5 Electrical appliances

The Vendor will endeavour on or within a reasonable time following completion to procure for the Purchaser or the Owners Corporation the benefit of warranties that a manufacturer or other person may choose to provide for electrical appliances in the property or Common Property (as appropriate).

50.6 No claims

The Purchaser is not entitled to raise any requisition or claim, delay completion, rescind or terminate in respect of any matter relating to the state of repair of the Building or the property:

(a) where the Purchaser does not comply with its obligations in this clause 50, or

(b) in respect of anything in connection with a warranty in clause 50, including the non-existence of any warranty.

50.7 Time of the essence

Time is of the essence in this clause 50.

50.8 Arbitration

(a) If any dispute arises in connection with this clause 50 either party may refer the dispute to an arbitrator whose decision will be final and binding on the parties.

(b) The arbitrator will be an arbitrator appointed by the president of the NSW chapter of the Royal Australian Institute of Architects.

(c) The party against whom the arbitrator's decision is made must pay the costs of the arbitration, unless the arbitrator orders otherwise.

---

51. Depreciation

51.1 Depreciation schedule

(a) The Purchaser may request the Vendor to give the Purchaser a depreciation schedule in respect of the construction and other building costs for the property. The Purchaser must make this request within 5 business days after notification of the registration of the Draft Plan.

(b) The depreciation schedule will set out the proportion of qualifying expenditures for

the property as defined in the Income Tax Assessment Act.

(c) The Purchaser must pay the Vendor a fee of $600 for the depreciation schedule on completion.

51.2 Provision of depreciation schedule

The depreciation schedule will be given to the Purchaser by the Vendor within a reasonable period after accounting for the Building is finalised, and is not required to be given to the Purchaser before or at completion.

51.3 No warranty

The Vendor does not warrant the accuracy of the depreciation schedule, or that the Purchaser will be able to claim any income tax deductions in respect of the capital works.

51.4 Changes to legislation

The Vendor is not required to provide a depreciation certificate if the Income Tax Assessment Act changes in a way that adversely affects the Vendor's ability to provide it.

---

52. Notices

52.1 Notices

A notice must be in writing signed by the party giving it and served on the other party.

52.2 Fax

A notice sent by fax:

(a) is served only if the sender holds a transmission report from the sending fax machine which indicates the time and date that all pages of the fax were sent to the recipient's fax, and

(b) if sent on a day that is not a business day or after 5pm on a business day, is deemed to be served on the next business day.

---

53. FIRB Approval

53.1 When this Special Condition applies

This Special Clause 53 only applies where the Purchaser is a "foreign person" within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**Act**).

53.2 Obligations of Purchaser

The Purchaser must, on or before the date of this Contract notify the Vendor if they are a

"foreign person" within the meaning of the Act by marking the Particulars.

53.3 Treasurer's Approval

(1) If the Purchaser informs the Vendor under Special Clause 53.2 that it is a "foreign person" the Purchaser must:

(a) apply to Treasure of the Commonwealth of Australia for the approval to the acquisition of the property within fourteen (14) days from the date of this Contract (**Approval**);

(b) obtain the Approval within thirty (30) days from the date of this Contract; and

(c) provide to the Vendor a copy of the Approval and any conditions attaching to the Approval.

(2) In the event that the Purchaser is unable to obtain Approval within thirty (30) days from the date of this Contract, the Vendor may, in its sole discretion, rescind this Contract by written notice to the Purchaser.

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54. Sunset Date

54.1 Right to rescind

If the Draft Plan is not registered by the Sunset Date:

(a) the Vendor may rescind this contract by notice to the Purchaser, or

(b) the Purchaser may rescind this contract 14 days after serving notice of its intention to rescind, but only if the Vendor does not give the Purchaser an extension notice under clause 54.2.

54.2 Extension of Sunset Date

(a) If at any time the Vendor considers that it may be unable to complete construction of the property and to register the Draft Plan by the Sunset Date, the Vendor may at any time give to the Purchaser one or more certificates specifying the nature and extent of the delay and nominate a new Sunset Date.

(b) On service of a copy of a certificate/s to the Purchaser, the Sunset Date is automatically extended by the period specified in the certificate/s. The Vendor's certificate/s is conclusive evidence of the nature and extent of the delay, and the extension of time is binding on the parties.

(c) The Vendor agrees that the Vendor may not extend the Sunset Date under this clause 54.2 beyond the Final Sunset Date.

---

55. Intentionally deleted

56. Finishes

56.1 Replacement of finishes

The property includes the Finishes, but the Vendor may without notice to the Purchaser replace the Finishes with finishes of a similar item of equivalent or better quality or value.

56.2 No claim

The Purchaser may not make an objection, claim or requisition, delay completion, rescind or terminate in respect of the replacement of Finishes by the Vendor in accordance with clause 56.1.

57. Intentionally Deleted

58. Credit

The Purchaser acknowledges that the Vendor has entered into this contract on the Purchaser's representation and warranty that either:

(a) the Purchaser is acquiring the property for investment purposes only, or

(b) the Purchaser is acquiring the property as an owner and occupier and does not require credit in order to pay for the property, or if the Purchaser requires credit, the Purchaser has obtained such credit under reasonable terms prior to the date of this contract.

59. Rescission

59.1 Time limit

The Purchaser must exercise any right to rescind this contract within 14 days of the Purchaser being notified of a matter that gives the Purchaser the right to rescind.

59.2 Purchaser's waiver

If the Purchaser does not rescind this contract within the period in clause 59.1 the right to rescind is waived by the Purchaser.

60. Purchaser's caveats

It is an essential condition of this contract that:

(a) the Purchaser and any person claiming an interest in the property through the

Purchaser must not lodge a caveat in respect of any part of the Site including the property, and

(b) the Purchaser will procure the withdrawal of any caveat lodged by the Purchaser or a person claiming an interest in the property through the Purchaser within 2 business days of a request to do so from the Vendor.

---

61. Intentionally Deleted

---

62. Requisitions on title

62.1 Standard Requisitions

The Purchaser acknowledges that its right to raise general requisitions in respect of the property is limited to making them in the form of the Standard Requisitions.

62.2 Standard Response to Requisitions

The Vendor may respond to the Purchaser's Standard Requisitions by notifying the Purchaser that the Vendor makes the Standard Response to Requisitions included in this contract.

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63. GST

63.1 Interpretation

(a) Words or expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ('the **GST Act**') have the same meaning in this clause 63.

(b) In this clause:

(i) "**GST Withholding Payment**" means a payment under section 14-250 of Schedule 1 to the TA Act;

(ii) "**Purchaser GST Withholding Notice**" means a form to be given by the purchaser to the Commissioner of Taxation as notification of the purchaser's obligation to make a GST withholding Payment;

(iii) "**Purchaser Settlement Confirmation Notice**" means a form to be given by the purchaser (or the purchaser's agent) to the Commissioner as notice of the date for completion of this contract;

(iv) "**TA Act**" means the Taxation Administration Act 1993 (Cth); and

(v) "**Vendor GST Withholding Notice**" means a written notice stating whether the purchaser is required to make a GST Payment in relation to the sale or

supply of the property.

63.2 Price includes GST

The Price shown in this contract includes GST unless marked otherwise. If the vendor is liable to pay GST in respect of the sale or supply of the property, or the purchaser is required to make a GST Withholding Payment, the Price will not be increased to include an additional amount for GST.

63.3 Margin scheme

The parties agree that the vendor will calculate GST under the margin scheme. The purchaser acknowledges that the purchaser must not claim an input tax credit in respect of its acquisition of property under this contract and the vendor is not required to give the purchaser a tax invoice.

63.4 Vendor to give GST notification

If the purchaser is required to make a GST Withholding Payment in respect of a supply made under or in connection with this contract, the vendor must give the purchaser a Vendor GST Withholding Notice by no later than 10 business days before the date for completion of this contract.

63.5 Payment of GST Withholding Amount

(a) This clause 63.5 applies if the vendor gives the purchaser a Vendor GST Withholding Notice stating that the purchaser must make a GST Withholding Payment.

(b) The purchaser must as an essential term lodge a duly completed Purchaser GST Withholding Notice with the Australian Taxation Office and give evidence of having done so to the vendor by no later than 5 business days prior to the date for completion.

(c) As a condition of completion, the purchaser must serve on the vendor a notice stating the Lodgement Reference Number and Payment Reference Number (or other relevant identification number) issued by or on behalf of the Commissioner of Taxation to the purchaser upon lodgement of the Purchaser GST Withholding Notice or Purchaser Settlement Confirmation Notice.

(d) The purchaser must make a GST Withholding Payment by paying the amount specified in the Vendor GST Withholding Notice (GST Withholding Amount) by either:

(i) Before completion, remitting the GST Withholding Amount to the Australian Taxation Office and at completion providing evidence of that remittance to the satisfaction of the vendor that the GST Withholding Amount has been remitted for the account of the vendor or the landowner in relation to the purchase of the property under this contract; or

(ii) At completion, giving the vendor a bank cheque in the sum of the GST Withholding Amount drawn in favour of the Commissioner of Taxation. The vendor must promptly remit the bank cheque to the Australian Taxation

Office.

(e) If the vendor, before completion, gives a direction to the purchaser about the method of making the GST Withholding Payment in compliance with clause 63.5(d)(i) the purchaser must comply with that direction.

63.6 Purchaser Settlement Confirmation Notice

(a) The purchaser irrevocably authorizes the vendor's solicitor to act as the purchaser's agent (and in doing so the vendor's solicitor is not the agent of the vendor) to give the Purchaser Settlement Confirmation to the Commissioner of Taxation.

(b) If:

(i) The purchaser provides a direction under clause 4.3 to the vendor; or

(ii) The transfer is otherwise not made in conformity with this contract,

The purchaser must, on and as a condition of completion, provide the vendor with an irrevocable authority duly executed by the transferee named on the transfer on terms required by the vendor's solicitor to give effect to subclause (a).

63.7 Parties to co-operate

The parties must co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including:

(a) Providing any information reasonably requested by the other party; and

(b) Making any necessary additions or amendments to this contract to address any requirement under the GST Act or the TA Act.

---

64. Affectations

(a) For the purposes of this clause "affectations" means any covenant, easement, restriction or other encumbrance on the title either referred to in this contract or any attachment to this contract or as shown or referred to in the title deed or title deeds attached to this contract.

(b) The Purchaser acknowledges that the Purchaser has made all enquiries to be fully satisfied with respect to all affectations and in particular with regards to the legal effect, nature and sustainability of the affectations.

(c) The Purchaser acknowledges that the Vendor does not guarantee that the affectations are enforceable or will be upheld by a court or any regulatory authority.

(d) The Purchaser acknowledges that the Vendor does not give any guarantee that the affectations will be sustained by or not overridden by any current or future laws or decisions of any court or tribunal.

(e) The Purchaser acknowledges that the Vendor does not have any obligation to take any action or do any act, matter or thing to seek to enforce or give effect to the

terms of any affectation.

(f) The Purchaser shall not have any claim against the Vendor nor be entitled to take any objection nor make any requisition or claim for compensation nor seek to delay completion nor to report the Vendor to any regulatory authority by virtue of any act, matter or thing relating to any affectation or as referred to in or covered

by the provisions of this clause.

(g) The provisions of this clause shall not merge on completion but will enure for the Vendor's benefit.

---

65. Incapacity

(a) If before completion the Purchaser (being an individual):

(i) dies, or

(ii) loses the capacity to complete this contract, or becomes incapable of managing his affairs.

the Vendor may rescind the contract in accordance with clause 19.

(b) If before completion the Purchaser (being a company):

(i) resolves to go into liquidation, or

(ii) has an application for its winding up filed, or

(iii) enters into any scheme of arrangement with its creditors, or

(iv) has a liquidator, receiver and manager, official manager, administrator or other statutory officer appointed to it,

the Vendor may terminate this contract in accordance with clause 9.

(c) If before completion the Purchaser (being an individual) becomes or in the reasonable opinion of the Vendor appears to become unable to pay their debts when they become due, then the Vendor is entitled to issue a notice to complete to the Purchaser and, if completion of this contract does not take place in accordance with that notice, to terminate this contract and clause 9 applies.

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66. Miscellaneous

66.1 Conflict between clauses

If there is any conflict between any additional clause (clause 32 to 66) and any clause of the 'Contract for Sale - 2018 edition' (clause 1 to 31), the additional clause will prevail to the extent of the inconsistency.

66.2 Entire contract

This contract constitutes the entire contract between the parties concerning its subject matter and all previous agreements, undertakings and negotiations on that subject matter are of no effect.

66.3 No merger

Any right of the Vendor, or obligation or warranty on the part of the Purchaser, continues after completion and does not merge.

66.4 Stamp duty

The Purchaser must pay any stamp duty including fines and penalties payable in respect of this contract on time, and if it does not do so, the Vendor may pay the amount and recover it from the Purchaser on completion.

66.5 Attorney

Where an attorney executes this agreement, the attorney has no notice of any revocation of the relevant power of attorney.

66.6 Governing law

The law of NSW governs this contract. Each party submits to the non-exclusive jurisdiction of the courts of NSW and courts of appeal from them, and waives any right to object to proceedings brought in those courts.

Execution page
Executed by the Vendor
MBC Property Sydney Nominees Pty Ltd
Pursuant to Section 127(1) Corporations Act 2001 (Cth)

.....

Director

.....

Director

Executed by the Purchaser (individual)

Signed by

.....

Signature (signatory)

.....

Signature (witness)

the witness states that he or she is not a party and was present when the signatory signed

.....

Full Name (Block Letters)

.....

Address of Witness (Block Letters)

.....

Signature (signatory)

.....

Signature (witness)

the witness states that he or she is not a party and was present when the signatory signed

.....

Full Name (Block Letters)

.....

Address of Witness (Block Letters)

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: MBC Property Sydney Nominees Pty Ltd ACN 604 015 625 as trustee for MBC Property Sydney Unit Trust
Purchaser:
Property:
Dated: 29 March 2019

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.*)
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 Consumer, Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy 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 and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996* (*the Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or 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?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. 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.
15. In respect of the property and the common property:
   (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;
      (ii) when was the building work completed?
      (iii) please state the builder's name and licence number;

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(iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

17. If a swimming pool is on the common property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?

18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
    (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
    (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
    (c) Is the vendor aware of:
        (i) any road, drain, sewer or storm water channel which intersects or runs through them?
        (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
        (iii) any latent defects in them?
    (d) Has the vendor any notice or knowledge of them being affected by the following:
        (i) any resumption or acquisition or proposed resumption or acquisition?
        (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
        (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
        (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
        (v) any realignment or proposed realignment of any road adjoining them?
        (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

24. 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

25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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 completion date.

LAND REGISTRY SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1249370

SEARCH DATE	TIME	EDITION NO	DATE
20/2/2019	10:50 AM	1	7/12/2018

LAND

LOT 1 IN DEPOSITED PLAN 1249370
AT KIRRAWEE
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1249370

FIRST SCHEDULE

MBC PROPERTY SYDNEY NOMINEES PTY LTD

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 A512259 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
3 AN867876 MORTGAGE TO CARE FUNDS MANAGEMENT PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

19021 PRINTED ON 20/2/2019

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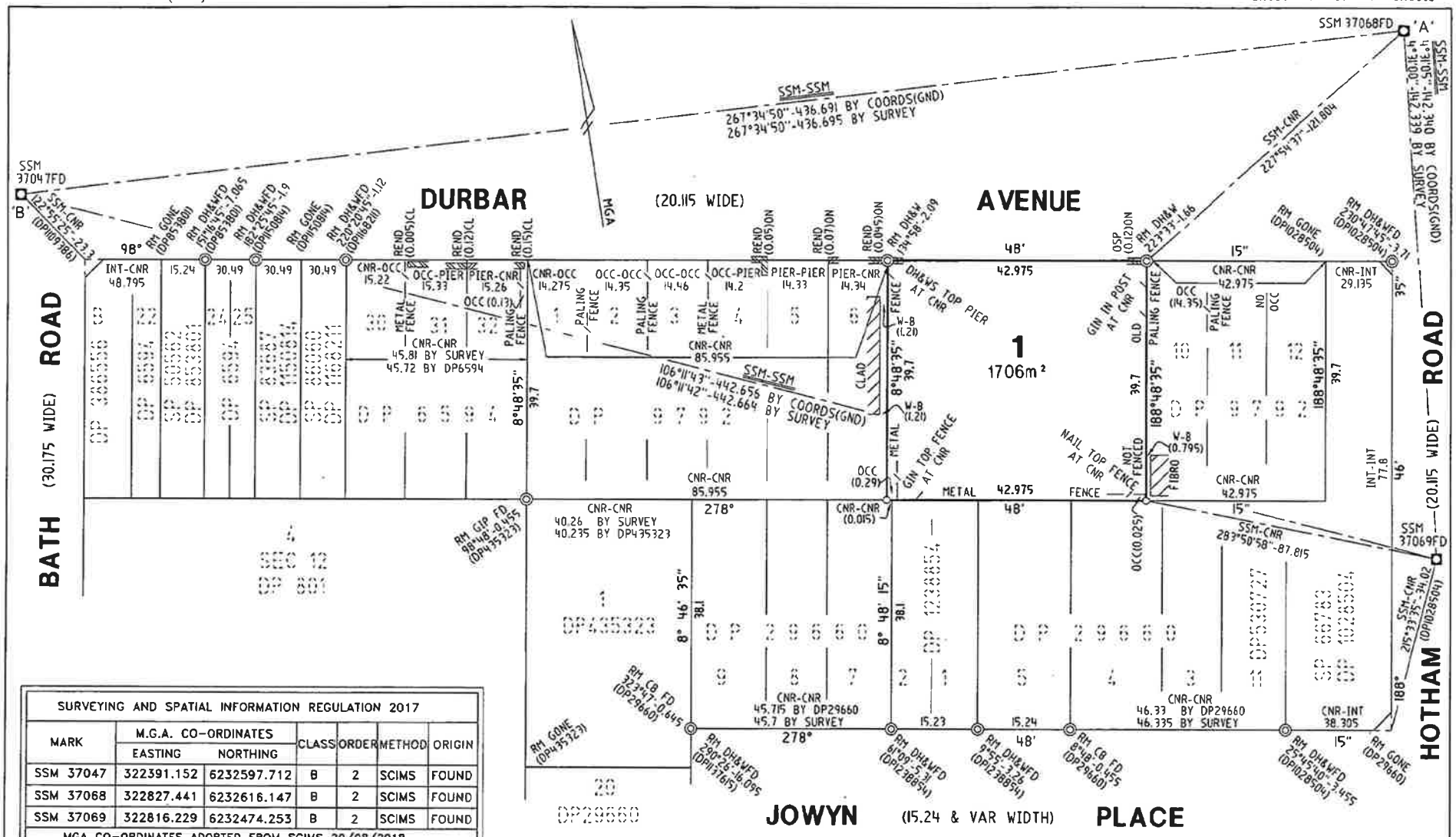
PLAN FORM 1 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 1 of 1 Sheets



SURVEYING AND SPATIAL INFORMATION REGULATION 2017						
MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	CLASS	ORDER	METHOD	ORIGIN
SSM 37047	322391.152	6232597.712	B	2	SCIMS	FOUND
SSM 37068	322827.441	6232616.147	B	2	SCIMS	FOUND
SSM 37069	322816.229	6232474.253	B	2	SCIMS	FOUND
MGA CO-ORDINATES ADOPTED FROM SCIMS 29/08/2018 COMBINED SCALE FACTOR 0.999971 MGA ZONE:56 MGA DATUM:GDA94						

Surveyor: SIMON ANDREW GEEST
Date of Survey: 29/8/2018
Surveyor's Ref: 21507301/1

PLAN OF CONSOLIDATION OF LOTS 7, 8 AND 9 OF SECTION B IN DP 9792

LGA: SUTHERLAND SHIRE
Locality: KIRRAWEE
Subdivision No:
Lengths are in metres. Reduction Ratio 1:600

Registered: 7.12.2018

DP1249370 P

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

Req:R982418 /Doc:DP 1249370 P /Rev:10-Dec-2018 /Sts:SC.OK /Pgs:ALL /Prt:20-Feb-2019 10:52 /Seq:1 of 3
Ref:19021 /Src:M

PLAN FORM 6 (2017)	**DEPOSITED PLAN ADMINISTRATION SHEET**	Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 7.12.2018

Title System: TORRENS

Only

DP1249370 S

PLAN OF CONSOLIDATION OF LOTS 7, 8 AND 9 OF SECTION B IN DP 9792

LGA: SUTHERLAND SHIRE

Locality: KIRRAWEE

Parish: SUTHERLAND

County: CUMBERLAND

Survey Certificate

I, SIMON ANDREW GEEST.....

of COOPER & RICHARDS SURVEYORS
PO BOX 508 SUTHERLAND NSW 1499 .....
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 29/8/2018

~~*(b) The part of the land shown in the plan (*being/*excluding **~~ ~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

*(c) ~~The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: "A"-"B"

Type: *Urban/*~~Rural~~

The terrain is *Level-Undulating / *~~Steep-Mountainous~~.

Signature: ..... Dated: 29/8/2018

Surveyor Identification No: 90.....
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

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, ...

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J 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: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation~~.

DP 6594	DP 1109386
DP 9792	DP 1137615
DP 29660	DP 1150814
DP 435323	DP 1168211
DP 853801	DP 1238854
DP 1028504	

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

Surveyor's Reference: 21507301/1

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 7.12.2018

Office Use Only

DP1249370

PLAN OF CONSOLIDATION OF LOTS 7, 8 AND 9 ~~IN DP 9792~~ OF SECTION B IN DP 9792

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.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	12-16	DURBAR	AVENUE	KIRRAWEE

SIGNATURES & SEALS

CARE FUNDS MANAGEMENT Pty Ltd

ACN: 624 685 687

ZHUOYANG HE
Director/Secretary
Mob: 0450709066
19/11/2018

JI QING LIU
Director
Mob. 0431996118
20/11/2018

MBC Property Sydney Nominees Pty Ltd

ACN: 604 015 625

XIAO CUI
Director/Secretary

QingLong Meng
Director.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21507301/1

Req:R139708 /Doc:DL A512259 /Rev:15-Nov-2006 /Sts:SC.OK /Pgs:ALL /Prt:10-Feb-2016 09:49 /Seq:1 of 4
Ref:16058 /Src:M

NEW SOUTH WALES ONE POUND TEN SHILLINGS STAMP DUTY

N.S.W. DEPARTMENT 14 NOV 19 OF STAMP DUTIES

New South Wales 19 NOV

A512259Y

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900).

512259

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 encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of Two hundred and fifty nine pounds eleven shillings and eightpence paid by William James Harding of Killara near Sydney Clerk 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 William James Harding 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 A408421 from the Holt Sutherland Estate Company Limited to Thomas Guthrie Bowie of Sydney Company Manager And doth also transfer to the said William James Harding 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. A408421 except 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

appointed together with liberty for the reversioner or reversioners without entering on the suface 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 William James Harding may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. A404421 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.

A - - -

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this twenty ninth day of October 1919.

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 twenty ninth day of October 1919 and such Directors thereupon signed this Transfer in the presence of—

Directors

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

William James Harding who is personally known to me—

Solicitor Sydney

Req:R139708 /Doc:DL A512259 /Rev:15-Nov-2006 /Sts:SC.OK /Pgs:ALL /Prt:10-Feb-2016 09:49 /Seq:3 of 4
Ref:16058 /Src:M

PERPETUAL TRUSTEE COMP[illegible] LTD.,

33 to 39 HUNTER STREET, SYDN[illegible]

No. 165 13 November 1919

Received from William James Harding Esq
the sum of Two hundred & fifty nine pounds
Eleven shillings & 5d 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 com-
prised in Sub-lease No. A408421.

om the HOLT SUTHERLAND ESTATE CO. LTD. to ~~the said~~
e Bowie & by Transfer to William J. Harding
part of the land comprised in Memorandum of Lease
tered No. 50990.

7-11-8

E. H. Clarke Accountant.

Cashier.

Lodged Herewith

Lease No A 408421

Req:R139708 /Doc:DL A512259 /Rev:15-Nov-2006 /Sts:SC.OK /Pgs:ALL /Prt:10-Feb-2016 09:49 /Seq:4 of 4
Ref:16058 /Src:M

A 512259 *Memorandum of Transfer of*

Cas 3r 27p. pt Sec 12 D.P. 801
Shire Sutherland
Pt Sutherland Co Cumberland

(Reserving minerals etc)

Lodged by
J. A. Thompson
~~Minter, Simpson & Co.~~ and Cham
~~Sydney.~~
89 Pitt St
Sydney

A 512259

THE HOLT SUTHERLAND COMPANY LIMITED
Transferror.

William James Harding *Transferee.*

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

the 16th day of December, 1919.
at ~~minutes~~ 11 o'clock
in the fore noon.

[signature]
Registrar General

17 DEC 1919

INDEXED.

SENT TO SURVEY BRANCH	20.11.19	24.11.19
RECEIVED FROM RECORDS		
DRAFT WRITTEN	26.11.19	
DRAFT EXAMINED		
DIAGRAM COMPLETE	27.11.19	
DIAGRAM EXAMINED	28 do	
DRAFT FORWARDED	do	
RETD. TO RECORDS (REQUISIT / REGISTER)		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS	19/12/19	
DEP. REGISTRAR GENERAL		

VOL. 3002 FOL. 207

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered:

Purpose:

Office Use Only

DRAFT

PLAN OF
SUBDIVISION OF LOTS 7, 8 & 9 IN SECTION B IN DP 9792

LGA: SUTHERLAND SHIRE
Locality: KIRRAWEE
Parish: SUTHERLAND
County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) * The Council of.....

* The Accredited Certifier.....

* Accreditation No.....
has made the required inspections and is satisfied that the requirements of;

* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,

* (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1973 and clause 30A Strata Schemes (Leasehold Development) Regulation 2012,

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

* (2) The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

* (3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

* (4) The building encroaches on a public place and;

* (a) The Council does not object to the encroachment of the building beyond the alignment of.....

* (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

* (5) This approval is given on the condition that the use of lot(s)

^.....are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date.....

Subdivision No.....

Relevant Development Consent No.....

Issued by.....

Signature .....
*Authorised Person /General Manager/Accredited Certifier

* *Strike through if inapplicable*

^ *Insert lot numbers of proposed utility lots*

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No.

12-16 DURBAR AVENUE, KIRRAWEE 2232

The adopted by-laws for the scheme are:

* ^ .....Model By-Laws

* together with Keeping of animals: Option *A/*B/*C

* By-laws in ____ sheets filed with plan

* strike through if inapplicable

^ Insert the type to be adopted (Schedules 2-7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, SIMON ANDREW GEEST

of COOPER & RICHARDS, PO BOX 508, SUTHERLAND NSW 1499

a surveyor registered under the Surveying and Spatial Information Act, 2002,

hereby certify that:

(1) each applicable requirement of
* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 has been met
* ~~Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met;~~

(2) * (a) the building encroaches on a public place;
* (b) the building encroaches on land (other than a public place), and an appropriate easement has been created by:
^ .....to permit the encroachment to remain.

(3) * the survey information recorded in the accompanying location plan is accurate.

Signature: .....

Date: 1st MARCH, 2016

* Strike through if inapplicable

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

Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A

SURVEYORS REFERENCE:

21507301/1

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Registered:

Office Use Only

DRAFT

PLAN OF SUBDIVISION OF LOTS 7, 8 & 9 IN SECTION B IN DP 9792

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

- A Schedule of Unit Entitlements
- 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 fil in the appropriate panel of sheet 1 of the administration sheets.

Strata Certificate number:

Date of endorsment:

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	ENTITLEMENT
1	
2	
3	
4	
5	
6	
7	
8	
9	
AGGREGATE	

SURVEYORS REFERENCE: *21507301/1*

CONTRACT PLAN

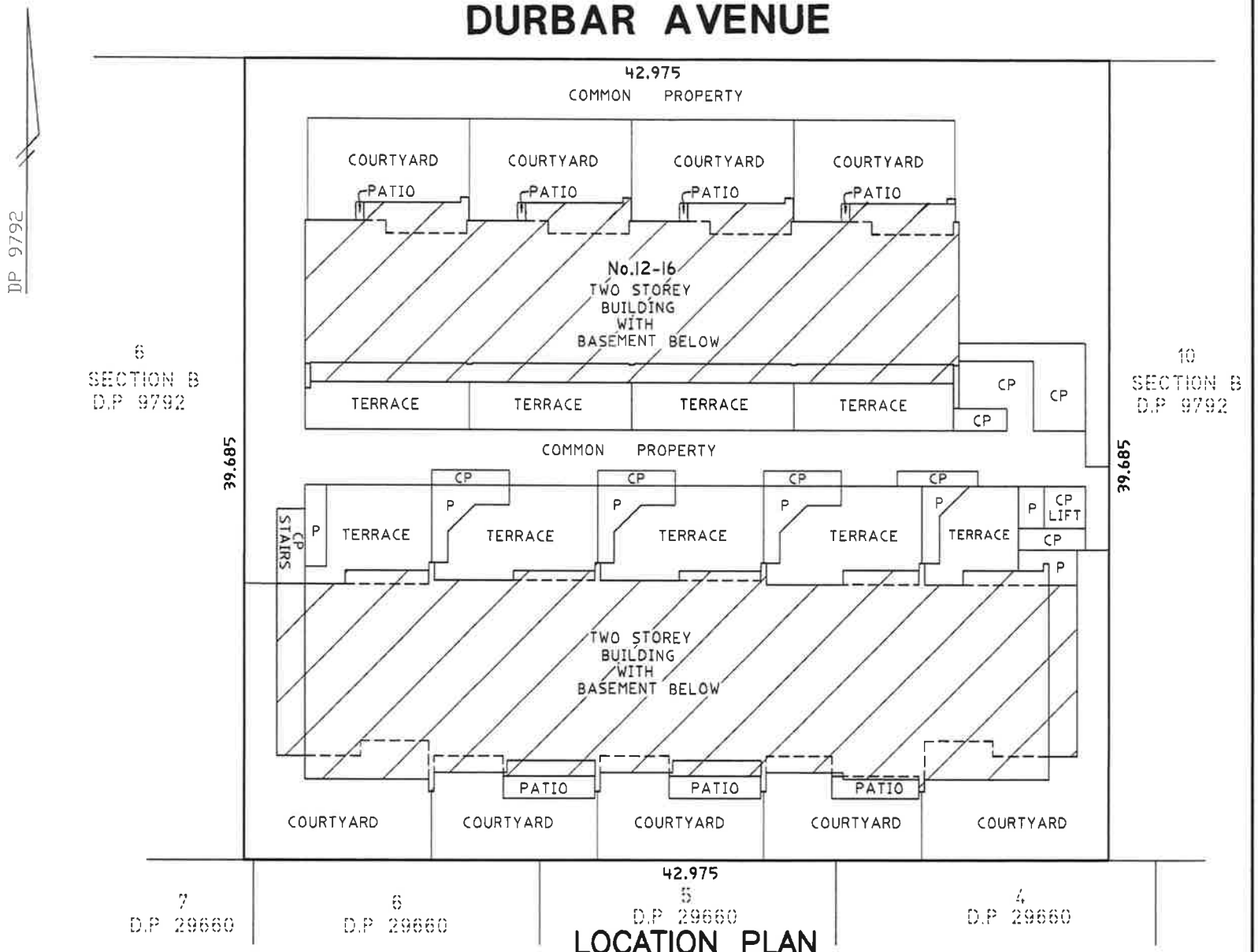
Plan compiled from architectural CAD data.

Plan is subject to final survey after completion of construction.

All dimensions, boundaries easements and areas subject to final survey.

THIS PLAN IS BASED ON PLANS BY COUVARAS ARCHITECTS
PROJECT No.1539
ISSUE E Dated 29/02/2016

CP DENOTES COMMON PROPERTY
P DENOTES PLANTER



LOCATION PLAN

Surveyor: SIMON ANDREW GEEST Surveyor's Ref: 21507301/1 Subdivision No: Lengths are in metres. Reduction Ratio 1:200	Registered	DRAFT PLAN PRINTED 18 MARCH 2016 (ISSUE 2)

CONTRACT PLAN

Plan compiled from architectural CAD data.

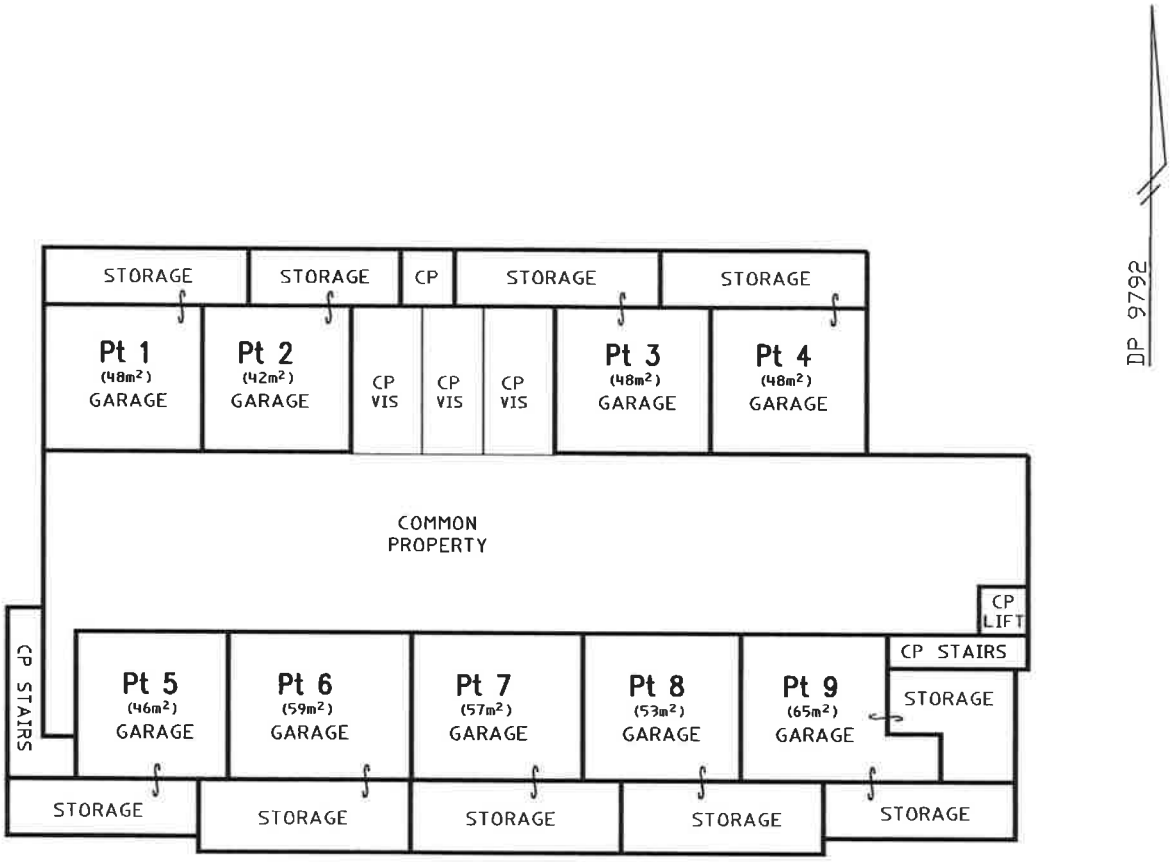
Plan is subject to final survey after completion of construction.

All dimensions, boundaries easements and areas subject to final survey.

THIS PLAN IS BASED ON PLANS
BY COUVARAS ARCHITECTS
PROJECT No.1539
BASEMENT PLAN
ISSUE E Dated 29/02/2016

CP DENOTES COMMON PROPERTY

VIS DENOTES VISITOR CAR SPACE WITHIN COMMON PROPERTY



BASEMENT

NOTES

1. MEASUREMENTS OF AREAS SHOWN HEREON ARE APPROXIMATE AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT,1973. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREAS FOR OTHER PURPOSES.
2. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.
3. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

Surveyor: SIMON ANDREW GEEST Surveyor's Ref: 21507301/1 Subdivision No: Lengths are in metres. Reduction Ratio 1:200	Registered	DRAFT PLAN PRINTED 18 MARCH 2016 (ISSUE 2)

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

CONTRACT PLAN

Plan compiled from architectural CAD data.

Plan is subject to final survey after completion of construction.

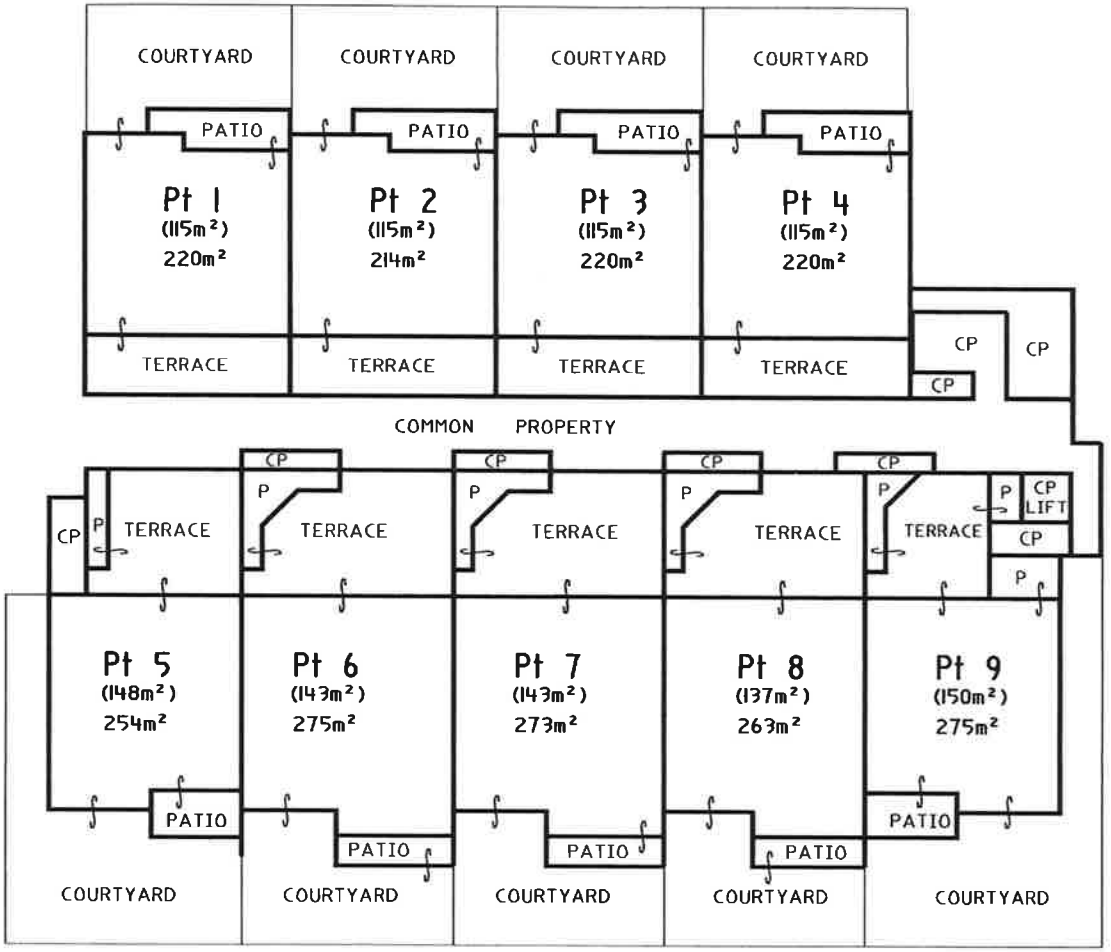
All dimensions, boundaries easements and areas subject to final survey.

THIS PLAN IS BASED ON PLANS
BY COUVARAS ARCHITECTS
PROJECT No.1539
GROUND FLOOR PLAN
ISSUE E Dated 29/02/2016

CP DENOTES COMMON PROPERTY
P DENOTES PLANTER

NOTES

1. MEASUREMENTS OF AREAS SHOWN HEREON ARE APPROXIMATE AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT,1973. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREAS FOR OTHER PURPOSES.
2. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.
3. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
4. COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED.
5. COURTYARDS ARE LIMITED IN DEPTH TO 2 BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS.
6. ALL STRUCTURES, INCLUDING BUT NOT LIMITED TO DECKS, STAIRS, PERGOLAS, TILES AND PAVERS WITHIN THE CUBIC SPACE OF THE RESPECTIVE COURTYARDS, PATIOS AND TERRACES FORM PART OF THAT LOT.
7. TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.
8. ALL WATERPROOFING MEMBRANES UPON THE TERRACES, PLANTERS AND PATIOS FORM COMMON PROPERTY. THE FLOOR TILES ON THE TERRACES AND PATIOS FORM PART OF THE LOT.
9. ALL WALLS ON COURTYARD, PATIO AND TERRACE BOUNDARIES ARE COMMON PROPERTY.
10. PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.
11. PATIOS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.
12. THE STORMWATER DETENTION TANK PARTLY WITHIN THE COURTYARD OF LOT 1 FORMS COMMON PROPERTY.



GROUND FLOOR

Surveyor: SIMON ANDREW GEEST Surveyor's Ref: 21507301/1 Subdivision No: Lengths are in metres. Reduction Ratio 1:200	Registered	DRAFT PLAN PRINTED 18 MARCH 2016 (ISSUE 2)

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

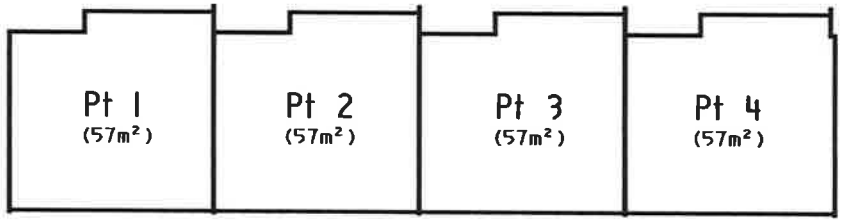
CONTRACT PLAN

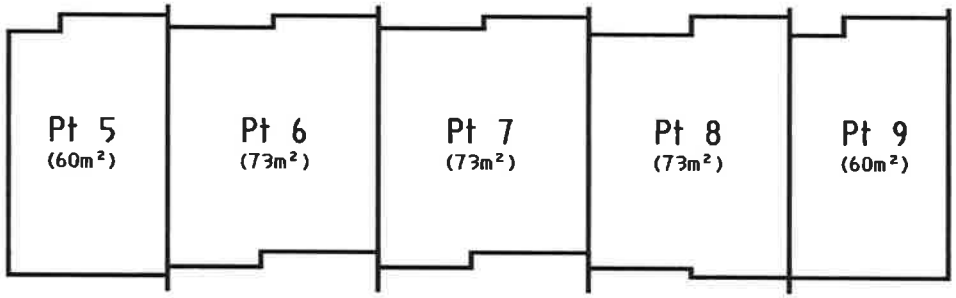
Plan compiled from architectural CAD data.

Plan is subject to final survey after completion of construction.

All dimensions, boundaries easements and areas subject to final survey.

THIS PLAN IS BASED ON PLANS
BY COUVARAS ARCHITECTS
PROJECT No.1539
FIRST FLOOR PLAN
ISSUE E Dated 29/02/2016





DP 9792

FIRST FLOOR

NOTES

1. MEASUREMENTS OF AREAS SHOWN HEREON ARE APPROXIMATE AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT,1973. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREAS FOR OTHER PURPOSES.
2. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.
3. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

Surveyor: SIMON ANDREW GEEST Surveyor's Ref: 21507301/1 Subdivision No: Lengths are in metres. Reduction Ratio 1:200	Registered	DRAFT PLAN PRINTED 18 MARCH 2016 (ISSUE 2)

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

Kitchen • Reconstituted Stone Benchtops • Laminate Cabinetry • Glass or tile Splashback • 600mm Miele Wall Oven • 600mm Miele Hot Plate • 600mm Miele Undermount Rangehood • Miele Dishwasher • Stainless Steel Sink • Chrome Plated Tapware **Bathroom** • Wall Hung Vanity Basin • Mirrored Joinery Cabinet • Frameless Glass Shower Screens • Soft Close Toilet Suites • Chrome Plated Tapware **Laundry** • Laundry unit with integrated Tub & Cabinet **Internal Walls and Ceiling** • Painted Plasterboard • Square Set Ceilings Throughout	**Windows & External Doors** • Powder Coat Aluminium Windows • Sliding Doors to Outdoor Living • Solid Core entry doors Robes and Shelving • Drawers/Hanging Rails and Adjustable Shelving to Robes **Floor Finishes** • Engineered Timber Floor • Selected Wool Carpet to Bedrooms • Engineered Timber Floors to Living Areas • Selected Porcelain and Ceramic Tiles to Wet Areas **Environmental Extras** • Gas Hot Water System • LED Low Wattage Downlights **Heating and Cooling** • Split Ducted Reverse Cycle Air Conditioning System to entire unit

Disclaimer: The information contained herein is believed to be correct but is not guaranteed. The features and finishes list were prepared prior to the commencement of construction. Changes to the apartments may be made during development hence dimensions, areas, fittings and finishes and specifications are subject to change, without notice in accordance with the provisions of the contract for sale. Prospective purchasers must refer to the contract of sale for the list of inclusions. Naturals Materials: Natural materials such as stone, reconstituted stone, timer, etc. are all subject to variation in pattern, colour, shading and consistency and as such this company cannot be held responsible for such variations.

Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

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

Certificate no:	ePC:19/0718	Delivery option:	
Certificate date:	20/02/2019	Your reference:	19021

Property:

Lot 1 DP 1249370
12 Durbar Avenue KIRRAWEE NSW 2232

Zone:

* Sutherland Shire Local Environmental Plan 2015

Zone R3 Medium 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
    * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
    * SEPP (Building Sustainability Index: BASIX) 2004
    * SEPP (Exempt and Complying Development Codes) 2008
    * SEPP (Affordable Rental Housing) 2009
    * SEPP (Educational Establishments & Child Care Facilities) 2017
    * SEPP (Infrastructure) 2007
    * SEPP (Mining, Petroleum & Extractive Industries) 2007
    * SEPP (Miscellaneous Consent Provisions) 2007
    * SEPP (Housing for Seniors or People with a Disability) 2004
    * SEPP No.19 - Bushland in Urban Areas
    * SEPP No.21 - Caravan Parks
    * SEPP No.30 - Intensive Agriculture
    * SEPP No.33 - Hazardous and Offensive Development
    * SEPP No.50 - Canal Estates
    * SEPP No.55 - Remediation of Land

* SEPP No.62 - Sustainable Aquaculture

* SEPP No.64 - Advertising and Signage

* SEPP No.65 - Design Quality of Residential Flats

* SEPP No.70 - Affordable Housing (Revised Schemes)

* SEPP (State and Regional Development) 2011

* SEPP (State Significant Precincts) 2005

* SEPP (Vegetation in Non-Rural Areas) 2017

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

   The following Draft State Environmental Planning Policies apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (State and Regional Development) 2011, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Affordable Rental Housing) 2009, and new draft policies - SEPP Environment, SEPP Remediation of Land and SEPP Primary Production and Rural Development.

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 R3 Medium Density Residential

(b) Permitted without consent:

Home occupations

(c) Permitted with consent:

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Group homes; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing

(d) Prohibited:

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

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

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

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

No

(g) Is the land in a conservation area?

No

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

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

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

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

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (**the 2006 SEPP**)*, or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

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

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

3. Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code

Complying development may be carried out on the land under this

Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Mine Subsidence

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

No

6. Road Widening and Road Realignment

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

No

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

No

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

No

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

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

No

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

No

7A. Flood related development controls information

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

No

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

No

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

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

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

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

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

Note. Biodiversity stewardship agreements include biobanking agreements under 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 holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental

Planning and Assessment Act, 1979.

ADDITIONAL INFORMATION PURSUANT TO SECTION 10.7(5), ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

The following additional information relating to the land is provided in good faith. The information is not exhaustive of matters likely to affect the land. Section 10.7(6) states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

A portion of the land to which this certificate relates contains a Stormwater Treatment Device/Detention Facility in accordance with the conditions of development consent for the development on the subject property. The exact location and dimensions of the device/facility are identified on the Linen Plan of Subdivision and/or on the Work as Executed stormwater drainage plans available at Council. It is the responsibility of the land owner to ensure that the Stormwater Treatment Device/Detention Facility is maintained in accordance with the requirements of the relevant development consent. For further information please contact Council's Stormwater Management Manager.

For further information please telephone [02] 9710 0333.

Yours faithfully

Mark Carlon
Manager Strategic Planning

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

TAYLOR

Municipality of Sutherland **No.** 165461

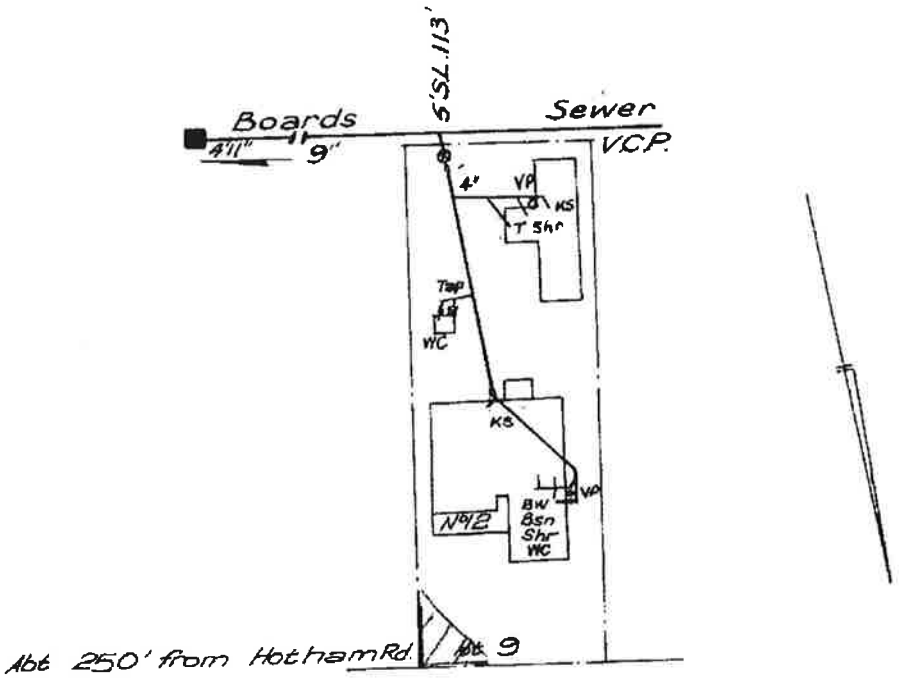
SYMBOLS AND ABBREVIATIONS

⌑	Boundary Trap	■ R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	⊸	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
▤ G.I.	Grease Interceptor	○ Vert.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
⊠	Gully	○ V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
⊠ P.T.	P. Trap	○ S.V.P.	Soil Vent. Pipe	W.C.	Water Closet	F.W.	Floor Waste
⊠ R.S.	Reflux Sink	D.C.C.	Down Cast Cowl	B.W.	Bath Waste	W.M.	Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



DURBAR AVE.

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

SHEET No. 11016 OFFICE USE ONLY For Engineer House Services

DRAINAGE			BRANCH OFFICE	PLUMBING	
W.C.	Supervised by	Date		Supervised by	Date
Bth.		/ /	Date / /		/ /
Shr.	Inspector		Outfall HL LL	Inspector	
Bsn.	Examined by		Drainer	100-735	
K.S.			Plumber	1325 035	
T.		/ /			
Plg.	Chief Inspector		Boundary Trap		
Dge Int.					

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

Application No. 9342959 Created on 10/02/2016 09:51:24

SEWERAGE SERVICE DIAGRAM

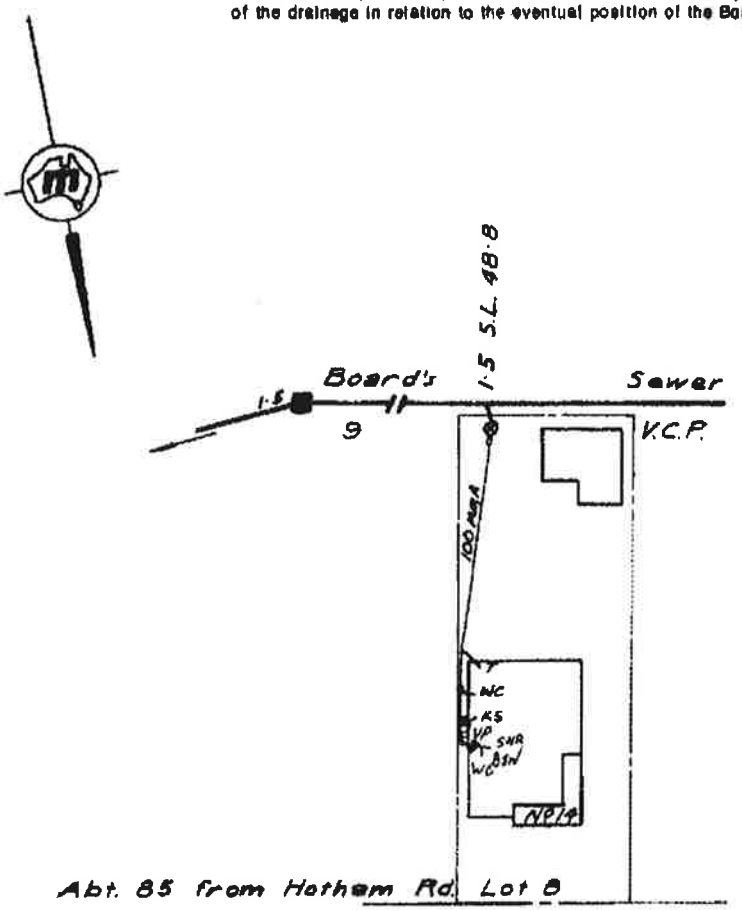
Municipality of Sutherland **No.** 856626

SYMBOLS AND ABBREVIATIONS

☐	Boundary Trap	■ RV	Reflux Valve	IP	Induct Pipe	Bsn	Basin
⊕	Inspection Shaft	⇐	Cleaning Eye	MF	Mica Flap	Shr	Shower
■	Pit	O VEAT	Vertical Pipe	T	Tubs	WIP	Wrought Iron Pipe
■ GI	Grease Intercepter	O VP	Vent Pipe	KS	Kitchen Sink	CIP	Cast Iron Pipe
⊠	Gully	O 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.



DURBAR AVE.

RATE No. ..... W.C.s. .....

SHEET No 11016 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	Inspector	
..... K.S.	Examined by		Drainer	1326 510	
..... T.		../../..			
..... Pig.	Chief Inspector		Plumber		
Dge. Int.					
Dge. Ext.	Tracing Checked	../../..	Boundary Trap ■ is not required		

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

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of Sutherland **No.** 852649

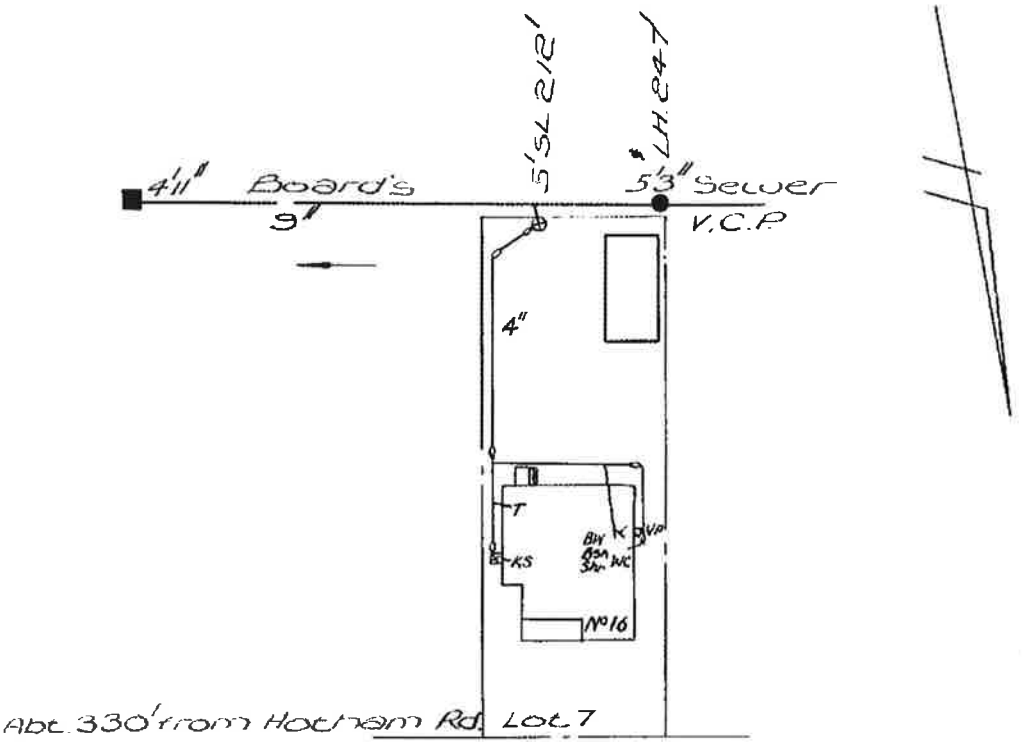
SYMBOLS AND ABBREVIATIONS

☐	Boundary Trap	■ R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	⊸	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
▤ G.I.	Grease Interceptor	○ Vert.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
⊠	Gully	○ V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
⊠ P.T.	P. Trap	○ S.V.P.	Soil Vent. Pipe	W.C.	Water Closet	F.W.	Floor Waste
⊠ R.S.	Reflux Sink	D.C.C.	Down Cast Cowl	B.W.	Bath Waste	W.M.	Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



DURBAR AVE.

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

SHEET No. 11016 OFFICE USE ONLY For Engineer House Services

	DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.		/ /	Date / /		/ /
Shr.	Inspector		Outfall HL LL	Inspector	
Bsn.	Examined by		Drainer		
K.S.					
T.		/ /	Plumber	1309 524	
Plg.	Chief Inspector				

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

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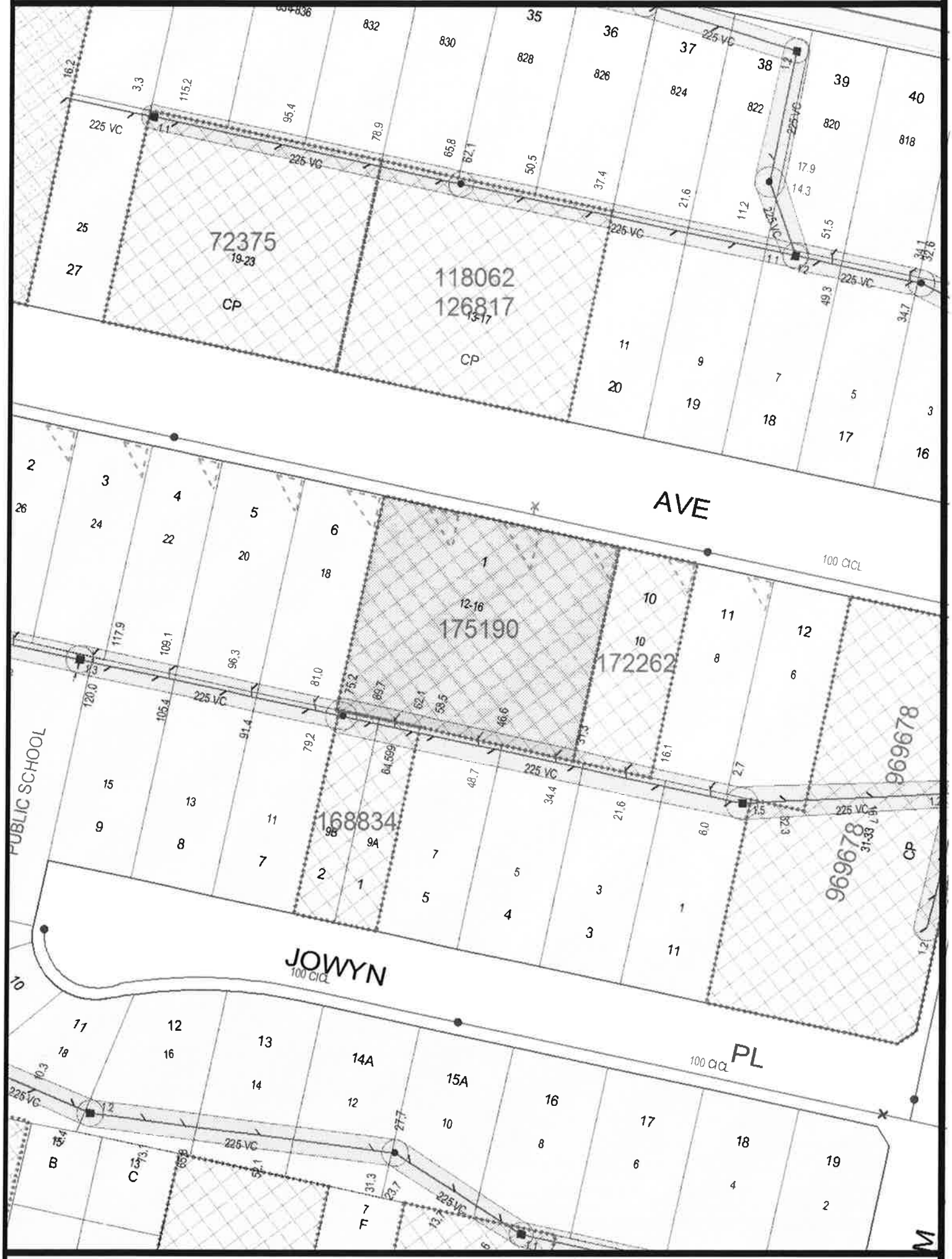

Disclaimer The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram.**