

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID 415079	NSW DAN:
vendor's agent	<b>Asset Estate Agents</b> Ground Floor, Suite 3/30 Cowper Street, Parramatta, NSW 2150		Phone: 0429 188 046 Ref: Jena Chahine Email: jena@assetestateagents.com.au
co-agent			
vendor	<b>Shobhit Garg and Garima Garg</b> 36 Godfrey Glade, Schofields, NSW 2762		
vendor's solicitor	<b>ABS Conveyancing</b> PO Box Q877 QUEEN VICTORIA BUILDING NSW 1230		Phone: 1300 037 057 or Mobile 0411 037 057 Email: paul@absgroup.net.au Fax: 02 8905 9551 Ref: PM:2020-0795
date for completion	<b>42nd day after the contract date</b> (clause 15)		
land (address, plan details and title reference)	<b>Unit 29/14-18 Peggy Street, Mays Hill, New South Wales 2145</b> <b>Registered Plan: Lot 29 Plan SP 93214</b> <b>Folio Identifier 29/SP93214</b>		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

\_\_\_\_\_  
**vendor**

**GST AMOUNT** (optional)

The price includes  
 GST of: \$

\_\_\_\_\_  
**witness**

\_\_\_\_\_  
**purchaser**     JOINT TENANTS     tenants in common     in unequal shares

\_\_\_\_\_  
**witness**

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

PEXA

**Electronic transaction** (clause 30) no  YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO  yes

GST: Taxable supply

 NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

 NO  yes

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

 not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b)) by a vendor who is neither registered nor required to be registered for GST (section 9-5(d)) GST-free because the sale is the supply of a going concern under section 38-325 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW payment* NO  yes (if yes, vendor must provide

(GST residential withholding payment)

further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid:  AT COMPLETION  at another time (specify):Is any of the consideration not expressed as an amount in money?  NO  yes

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

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

## List of Documents

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

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

Relm Property Strata Management  
 PO Box 744, CONCORD NSW 2137 Phone: 02 9558 8574  
 info@relmproperty.com.au

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## SECTION 66W CERTIFICATE

I, \_\_\_\_\_ of \_\_\_\_\_,  
, certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **Unit 29/14-18 Peggy Street, Mays Hill**, from **Shobhit Garg and Garima Garg** to \_\_\_\_\_ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Shobhit Garg and Garima Garg** and am not employed in the legal practice of a solicitor acting for **Shobhit Garg and Garima Garg** nor am I a member or employee of a firm of which a solicitor acting for **Shobhit Garg and Garima Garg** is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

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### **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.

## CONDITONS OF SALE BY AUCTION

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

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a dispute bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept and bid that, in the auctioneer's opinion, is not in the best interest of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
  
- (2) The following conditions, in addition to those prescribed by sub clause (1) are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

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

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

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

### DISPUTES

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

### AUCTIONS

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

## WARNINGS

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

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

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

**6 Error or misdescription**

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

**7 Claims by purchaser**

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

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

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

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

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

## 19 Rescission of contract

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

## 20 Miscellaneous

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

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

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

## 26 Crown purchase money

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

## 27 Consent to transfer

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

**32 Residential off the plan contract**

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

Unit 29 / 14-18 Peggy Street MAYS HILL NSW 2145

## **Special Conditions Attached to the Contract for Sale of Land 2019 Edition**

**These are the special conditions to the Contract for the Sale of Land  
Unit 29 / 14-18 Peggy Street, Mays Hill NSW  
(Vendor, Purchaser and Title Details as per the Contract front page).**

### **33.0 Amendments to Printed Conditions (Standard Clauses, Terms and Conditions) of the 2019 Edition of this Contract**

The printed Standard Clauses in this Contract are amended as follows:

- a) Printed Standard Clause 6.2 is deleted;
- b) In printed Standard Clause 7, “before completion” is deleted and “not less than one day before the Completion Date” is substituted;
- c) Printed Standard Clause 7.1.1 is deleted;
- d) In printed Standard Clause 7.2.1, “10%” is deleted and “2.5%” is substituted”;
- e) In printed Standard Clause 7.2.6, “and the amount held and all net interest must be paid to the Vendor” is added to the end of the clause;
- f) In printed Standard Clause 8.1, the words “reasonable grounds” are deleted.
- g) In printed Standard Clauses 10.1.8 and 10.1.9, “substance” is deleted and “existence” is substituted;
- h) Printed Standard Clause 14.4.2 is deleted in its entirety;
- i) In printed Standard Clause 16.5, the words and figures “plus another 20% of that fee” are deleted;
- j) Printed Standard Clause 16.8 is deleted in its entirety;
- k) Printed Standard Clause 16.12 is deleted in its entirety;
- l) Printed Standard Clause 18 has been amended to say the following – The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property”.
- m) Printed Standard Clause 23.6 is deleted in its entirety, and replaced with Special Condition 50 below.
- n) Printed Standard Clause 23.13 is deleted in its entirety, and replaced with Special Condition 51 below.

### **34.0 Inconsistency – Special Conditions Shall Prevail**

If there is any inconsistency in this Contract between the printed Standard Clauses and these Special Conditions, these Special Conditions prevail to the extent of that inconsistency.

### **35.0 Entire Agreement / Purchaser’s Acknowledgements on Warranties and Representations**

The Purchaser acknowledges and agrees that they have not entered into the Contract as a result of any representation, oral or written by the Vendor or anyone on the Vendor’s behalf other than as set forth in this Contract and has made all such investigations and enquiries as the Purchaser deemed appropriate. Unless otherwise stated in this Contract, the Purchaser also has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf in respect of the property and the neighbourhood in which the property is located.

This Contract comprises all the terms and conditions between the Vendor and the Purchaser will respect to the sale pursuant to the Contract.

The Vendor does not warrant or guarantee the completeness or the accuracy of the prescribed and attached documents in this Contract. The Purchaser makes their own enquiries in regards to the prescribed and attached documents.

The Purchaser agrees not to requisition, terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this Special Condition.

### **36.0 Purchaser Accepts Condition and State of Repair of the Property "As Is"**

36.1 The purchaser agrees and warrants that:

- a) It has inspected the property;
- b) Unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf in respect of:
  - I. the property;
  - II. the state of repair of the Property and, if applicable, the improvements and the furnishings and chattels;
  - III. the suitability of the Property and , if applicable, the improvements, furnishings and chattels of any use;
  - IV. any rights and privileges relating to the Property and/or its improvements, furnishings and chattels; or any matter which has or may have an effect on the Property and/or its improvements, furnishings and chattels.

36.2 Without in any manner excluding, modifying or restricting the rights of the Purchaser pursuant to Section 52A (2) (b) of the Conveyancing Act 1919, and the Conveyancing (Sale of Land) Regulation 2000:

- a) The Property( and inclusions, if any) is sold in its condition and state of repair (including structural repair) as at the date of this Contract and subject to all faults and defects both latent and patent and the Purchaser must not make any objection, requisition or claim for compensation regarding the condition and state of repair of the Property.
- b) No objection, requisition or claim for compensation may be made by the Purchaser on account of any of the following:
  - I. any matter disclosed in any survey report or plan annexed to this Contract (if any) in relation to the Property and the Vendor does not warrant the accuracy, completeness or the current application of such survey report or plan; or
  - II. any matter disclosed in any Building Certificate issues under the Local Government Act (1993) or the Environmental Planning and Assessment (1979) (as the case may be) annexed to this Contract (if any); or
  - III. any encroachments by a dividing fence (as defined by the Dividing Fences Act, 1991) on the Property or any adjoining Property whether disclosed by survey or not.

36.3 Purchaser acknowledgements

- a) The purchaser acknowledges that they are purchasing the property:
- b) In its present condition and state of repair;

- c) Subject to all defects latent and patent;
- d) Subject to any infestations and dilapidation;
- e) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- f) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

36.4 The Purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by these clauses.

### **37.0 Purchaser Accepts Property and Take Title of Services and Encumbrances**

The Purchaser must not make any objection, requisition or claim for compensation in respect of:

- a) The nature, location, availability or non-availability of any service to the Property;
- b) The Location Point and Sewer Service Diagram provided by the local water authority;
- c) The Property being subject to any service or mains, pipes or connections for any service;
- d) The Property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- e) Any defects in any service to the Property;
- f) Any underground or surface stormwater drain passing through or over the Property; or
- g) Any stormwater pit, manhole or vent on the Property.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

### **38. Building Certificate**

38.1 The Vendor does not possess a Building Certificate issued under section 172 of the Local Government Act legislation (NSW) or under sections 149D and 149E of the Environmental Planning and Assessment Act legislation (NSW) for the improvements on the property.

38.2 The Purchaser acknowledges and agrees that it is not entitled to have the property inspected or require the Vendor to have the property inspected for the purposes of obtaining a Building Certificate. The Purchaser must not make any requisition or claim for compensation in respect of or rescind or terminate or delay completion of this Contract because the Purchaser does not (either themselves or via the Vendor) obtain a Building Certificate for the property prior to completion.

38.3 Notwithstanding anything herein contained or any rule of law to the contrary but subject to the provision of Clause 11 hereof the Vendor shall not be required to do any work or expend any money on or in relation to the property nor be required to make application for or do anything towards obtaining a Building Certificate under sections 149D and 149E of the Environmental Planning and Assessment Act legislation (NSW) and this Contract is not conditional upon issue of the same.

38.4 The Purchaser accepts that the contents of this special condition constitute specific disclosure for the purposes of Clause 1 ( d ) of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2010.

### **39. Survey Report**

If the Vendor provide a Survey Report in this Contract, as marked on front page. The Vendors make no warranty as to the accuracy or completeness of the Survey Report, as attached (if any). The Purchaser will not make any objection, requisition or claim for compensation, rescind or terminate or delay

completion, in respect of any matter disclosed in this condition. This Special Condition will not merge on completion.

#### **40. Environmental Laws and Considerations**

Vendor disclosure, the Vendor is not aware of any hazardous substance or non-compliance with any environmental laws with the property.

The Purchaser to make their own enquiries with the local council any state body/organisation in regards to any environment laws and considerations.

The Purchaser cannot make an objection requisition or claim or delay completion of or rescind or terminate this Contract, in these regards.

#### **41.0 Warranty in Respect of Agent**

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

#### **42.0 Consumer Credit Code**

The Purchaser warrants that –

42.1 The Purchaser does not require finance to purchase this property, or has obtained approval for finance as is required to purchase this property.

42.2 The Purchaser acknowledges that as a result of making this disclosure, the Purchaser cannot terminate this Contract pursuant to the provisions of the Consumer Credit Code.

42.3 The Purchaser by their execution hereof declares to the Vendor that they is satisfied as to the reasonableness of all of the terms of any credit contract which the Purchaser has entered into or intends to enter into to enable them to complete this Contract.

42.4 The Vendor discloses that they have entered into this Contract and may enter into other contractual obligations on or after the Contract Date relying upon the warranties, representations and declarations made by the Purchaser in this clause.

#### **43.0 Foreign Investment Review Board (FIRB) Approval**

If the Purchaser is required under the provisions of the Foreign Acquisitions and Takeover Act 1975(**the Act**) or comparable legislation to obtain the approval of the Treasurer (which term includes any other competent person) to the acquisition by the Purchaser of the Property on the terms and conditions of this Contract (**the Approval**) which expression includes any statement to the effect that there is no obligation on foreign investments grounds to the acquisition, the following provisions will apply:

- a) The purchaser must if the Purchaser has not already done so within 14 days after the date of this Contract make application (**the Application**) to the Treasurer for Approval, and must promptly provide to the Treasurer all such material and information as the Treasurer may require in connection with the Application and use its best endeavours to obtain the Approval as expeditiously as possible.
- b) The Purchaser must provide to the Vendor as soon as practicable after they have been provided to, or received from , the Treasurer (as the case may be) complete copies of the Application, all material provided to the Treasurer in connection with the Application and all correspondence and other communications between the Purchaser and the Treasurer in connection with the Application.
- c) The Purchaser must if requested by the Vendor provide to the Vendor such information and documents as the Vendor may reasonably require to establish that the Purchaser is in fact required under the Act or any comparable legislation to obtain the Approval.
- d) The purchaser must promptly notify the Vendor in writing of any refusal, or the Approval of the Application.
- e) If the Purchaser has not received notice in writing from the Treasurer of Approval of the Application, or the Application is not deemed to be approved by operation of law on or before the Completion Date, or the Application is deemed to have been rescinded, then provisions of printed clause 19 will apply.

#### **44.0 Death, Mental Incapacity or Bankruptcy/Insolvency**

44.1 If prior to completion, either party (being individual) dies, then this or the other party in their rights may rescind the Contract in accordance with Standard Clause 19.

However, if the death occurs close to completion, the party's family with the other party can provide mutual instructions to their solicitors/conveyancers to completed the sale transaction, unless the sale transaction is stopped by the New South Wales Land Registry Services (Land Titles Office), under Standard Clause 19.

44.2 If prior to completion, either party (being individual) becomes mentally ill (as defined in the Mental Health Act legislation), then either party may rescind the Contract in accordance with Standard Clause 19.

44.3 If prior to completion, the Purchaser becomes bankrupt or insolvent, unable to complete the Contract by the due date, Contract front page and Standard Clause 15. Then, the Vendor in their right, can terminate the Contract, and keep the deposit, as forfeited by the Purchaser, under this Clause.

## **45.0 Late Completion with Liquidated Damages**

45.1 The completion date of this Contract is defined on the first page of this Contract.

### 45.2 Notice to Complete

If, for any reason other than default or delay by the party proposing to give a Notice to Complete, this Contract is not completed by 5:00 PM on the Completion Date, the party not in default may serve on the party in default a Notice to Complete;

- a) requiring the other party to complete this Contract within 14 days after the date of service of the Notice to Complete; and
- b) making time of essence.

For the purposes of Clause 15 of this Contract, the parties agree that a period of 14 days following the date of service of any such Notice to Complete is deemed to be a reasonable time for completion pursuant to any such Notice.

### 45.3 Party serving Notice

The party serving a Notice to Complete may at any time or times:

- a) Withdraw the Notice to Complete by a further notice to the party in default; and
- b) At its option issue a further Notice to Complete.

### 45.4 Vendor

The Vendor:

- a) Is not obliged to remove any charge on the Property for any outgoings until completion;
- b) Will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the Property for any outgoings; and
- c) May serve a Notice to Complete on the Purchaser notwithstanding that, at the time of such Notice is issued or any subsequent time, there is a charge on the Property for any outgoings.

### 45.5 Late Penalty Interest

In addition to the right of the Vendor to issue a Notice to Complete, if completion does not take place on or before the Completion Date due to the purchasers default, then the Vendor has the right (in addition to all other monies payable to the Vendor pursuant to this Contract) to require the Purchaser to pay late penalty on completion calculated on the balance of the purchase price at a rate of 10% per annum from and including the day after the Completion Date up to and including the date that Completion in fact occurs.

### 45.6 Damages for issuing a Notice to Complete & Cancelling/Re-Booking Settlement

The Vendor's conveyancer will charge the Purchaser -

- a. \$275.00 Include GST for issuing a Notice to Complete from the Purchaser (if the Purchaser is the default party) at the completion time and this amount will be adjustable in the settlement statement.

- b. \$275.00 Include GST for any cancellation of the settlement after settlement has been booked as a result of purchaser/ purchaser's representatives fault at the completion time and this amount will be adjusted in the settlement statement to be paid by the purchaser.

#### 45.7 Assessment of Loss with Further Damages

The parties agree that the damages payable by the Purchaser pursuant to this Special Condition represent a fair and reasonable assessment of the loss occasioned to the Vendor due to the Purchaser's failure to complete within the specified time.

#### 45.8 Vendor not liable

The Vendor shall not be liable to the Purchaser for any damage or loss suffered by the Purchaser due to the Vendor's failure to complete unless such failure constitutes a breach of an essential term of this Contract.

### **46.0 Deposits Less than 10% - Balance of the 10% Due and Payable at Completion or at Default**

Despite any other provisions of this Contract, the Purchaser acknowledges that the Deposit payable under this Contract by the Purchaser is 10% of the purchase price. If less than 10% of the purchase price is paid on the date of this Contract towards the deposit, then the difference between:

- a) 10% of the purchase price; and
- b) the amount actually paid on the date of this Contract towards the deposit

shall be paid by the Purchaser to the Vendor on the earlier of:

- I. completion of this Contract;
- II. termination of this Contract due to the Purchaser's default; or
- III. at any other time when the deposit is forfeited or payable to the Vendor pursuant to this Contract.

### **47. Deposit Bond**

- 47.1 The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider;
- 47.2 Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- 47.3 The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

#### **48. Requisitions on title**

Requisition to be served under the contract is annexed to the contract with replies and the purchaser's solicitor will not reserve a right to raise any other requisitions beside the ones attached to the contract.

#### **49.0 Additional and Incorrect Calculations with Settlement Adjustment Figures**

The parties agree that if, on completion, any apportionment of payments due to be made under the Contract is overlooked, or is incorrectly calculated, they will forthwith upon being requested to do so by the other party in good faith, make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable.

This clause shall not merge on completion.

#### **50.0 Strata Special Levies with Amendments to Standard Conditions**

50.1 If there is a Special Levy struck with the property, any instalments due on, or prior to the Contract Date, then this is the Vendor's liability and responsibility.

50.2 If there is a Special Levy struck with the property, any instalments due after the Contract Date, then this is the Purchaser's liability and responsibility.

#### **51. Section 184/109 Strata Certificate with Amendments to Standard Conditions**

The Purchaser agrees, for the Purchaser's solicitor/ conveyancer is to apply for the Section 184 (formerly 109) Strata Search Certificate and provide the same to the vendor's solicitor, with the draft Settlement Adjustment Sheet and other relevant attachments (council, water etc) at least seven (7) days prior to settlement. Vendor's solicitor/conveyancer will not be applying for it, but would provide Vendor Authority, to the Purchaser's solicitor/conveyancer, if required to do so.

#### **52. GST (Goods and Services Tax) Clause**

52.1 If after completion, the Purchasers do not use the property predominately for residential purposes, as per the Contract front page, they will be liable and responsible for GST.

52.2 If GST applies in any way or form to the sale transaction, the Sale Price will become net of GST and the GST payable in addition to the Sale Price will be paid by the Purchaser, on the supply, in accordance with the GST Act legislation.

52.3 The Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form, which complies with the GST Act legislation and the regulations; and

52.4 The Purchaser agrees to pay to the Vendor within fourteen (14) days after the GST liability on this Sale is confirmed by correspondence or an assessment from the Commissioner, the amount of GST, including any additional penalty or interest.

52.5 This clause does not merge on completion.

### **53. Keys, Remote Controls, Card Access etc**

Upon completion the Vendor will provide the Purchaser with all the keys (remotes and card access if available) in Vendor's possession. The Purchaser will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the property.

### **54. Service By Notice**

Service of any notice or document under or relation to this Contract may be effected if it is transmitted by a facsimile device to the facsimile number appearing in any directory of facsimile particulars or on any letterhead or other business form or document of or used by the Party to be served or that Party's solicitor.

Provided such facsimile transmission is sent before 5:00pm on any business day then service by facsimile is deemed to have been received on the day of transmission. Otherwise service by facsimile is deemed to have been received at 9:00am on the next business day following the day of transmission.

Service by facsimile transmission is not regarded as effective if the sender's facsimile machine indicates a malfunction in transmission or the recipient notifies the sender of an incomplete transmission within 4 hours after the transmission.

### **55. Indemnity and Guarantee by the Directors/Trustees in the Event if the Purchaser is a Corporation or a Trustee of a Trust**

This clause will apply if the Purchaser is a corporation or the trustee of a trust.

55.1 In this Clause "Guarantors" means each of the directors or trustees (as the case may be) of the Purchaser as at the date of the Contract.

55.2 As an essential term of this Contract, the Purchaser will procure that the Guarantors give in favour of the Vendor this guarantee and indemnity immediately on the date of this Contract.

55.3 In consideration of the Vendor agreeing to enter into this Contract at the request of the Guarantors, the Guarantors hereby irrevocably and unconditionally guarantee to the Vendor the due and punctual performance by the Purchaser of all the obligations and liabilities of the Purchaser to the Vendor (whether liquidated or not, whether contingent or presently accrued due and whether relating to the payment of any or the performance or omission of any act or thing) ("the Obligations") that are now in existence pursuant to this Contract.

55.4 The Guarantors as a separate, additional and primary liability hereby irrevocably and unconditionally agree to indemnify against any loss or damage suffered by the Vendor arising out of:

- (i) any failure by the Purchaser to duly and punctually perform the Obligations; or
- (ii) any obligations or liabilities that would otherwise form part of the liabilities and obligations under this Contract being void, voidable or unenforceable against or irrevocable from the Purchaser by the vendor in full for any reason whatsoever.

55.5 The liability of the Guarantors hereunder shall be absolute and shall not be subject to the execution of any other instrument or document by any person and shall not be subject to the

performance any condition precedent or subsequent whatsoever between or among any person or persons whatsoever.

55.6 The liability of the Guarantors hereunder shall not be affected by any act, omission, matter or thing whatsoever that would otherwise operate in law or equity to reduce or release the Guarantors from such liability.

55.7 This Guarantee and Indemnity shall be continuing security notwithstanding any termination by the Guarantors, settlement of account, intervening payment, expressed or implied revocation or any other matter or thing whatsoever and shall continue to secure to the Vendor the due and punctual performance of all of the Obligations.

55.8 The Guarantors shall on demand reimburse the Vendor for, and keep the Vendor indemnified against, all expenses (including legal costs and disbursements on a conveyancer/own client basis) incurred by the Vendor in connection with the enforcement, attempted enforcement or preservation of any rights under this Guarantee and Indemnity.

\_\_\_\_\_  
Signature of the Guarantor

\_\_\_\_\_  
Name of the Guarantor Director / Trustee

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

\_\_\_\_\_  
Name & Address of the Witness

\_\_\_\_\_  
Signature of the Guarantor

\_\_\_\_\_  
Name of the Guarantor Director / Trustee

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

\_\_\_\_\_  
Name & Address of the Witness

## **56. Tenancy**

56.1 The property is sold subject to the Residential Tenancy Agreement (Lease Agreement), which a copy of the Lease Agreement is with this Contract.

56.2 The Purchaser has satisfied itself about the existing tenancy and cannot make a claim or requisition or rescind or terminate this Contract in respect to it.

56.3 The Vendor does not promise or warrant that the Lease Agreement will be force at the completion date.

56.4 The Purchaser cannot make a claim or requisition or rescind or terminate this Contract because the Tenant vacates the property occupied by it at the Contract Date before completion.

56.5 The Vendor will not grant any new Lease Agreement in respect of any part of the property which is vacant at the date or which has become vacant before completion.

56.6 Exclude from the sale at the Tenant's fixtures and fittings and the Purchaser acknowledges that it relies entirely on its own enquiries in identifying them and cannot make any claim or requisition or rescind or terminate in relation to such items.

56.7 The Vendor will be entitled to call upon the any Rental Bond in satisfaction of any amount owing to the Vendor in that event:

(a) The Vendor will notify the Purchaser of the amount due to the Vendor and the amount claimed by the Vendor from the Rental Bond; and

(b) The Purchaser cannot make any claim or requisition or rescind or terminate nor delay completion.

56.8 Notwithstanding Standard Condition 14, on completion, the Vendor will not be required to make any adjustment for water usage, relating to the Lease Agreement.

## **57. Aboriginal Heritage on the Land**

Vendor disclosure – The Section 10.7 Certificate (formerly known as the Section 149 Certificate) enclosed in this Contract may not disclose the presence of Aboriginal heritage objects on the property. The Vendor is not aware of any and the Purchaser should make their own enquires. The Purchaser will make no objection, requisition or claim for compensation if Aboriginal heritage objects are found on the property.

## **58. Completion/Settlement arrangements via PEXA (Property Exchange Australia) / Electronic Settlement -**

- (a) This provision will only apply to Residential Sales up to \$2 Million, in line with the PEXA Residential Seller Guarantee.
- (b) If this property non-residential (such as commercial, rural etc), or a residential property with a sale price of more than \$2 Million, then both parties agreed, completion / settlement will only be done manually as a paper and bank cheques settlement, that are not covered under the PEXA Residential Seller Guarantee.
- (c) Both parties agree to have completion/settlement done electronically via PEXA, in accordance and compliance with the Electronic Conveyancing National Law, together with the PEXA Residential Seller Guarantee.  
The Vendor's conveyancer / solicitor will set up the workspace and send invitation to the Purchaser conveyancer / solicitor the business after exchange (and any Cooling Off period), to be accepted by the next business day. The Vendor's conveyancer / solicitor will also enter the vendor name details, settlement date, proposed time and any discharging mortgagee (sending an invitation to the discharging mortgagee to join the workspace). The Purchaser conveyancer / solicitor will accept the invitation, enter the Purchaser name details and any incoming mortgagee details (sending an invitation to the incoming mortgagee to join the workspace).
- (d) The Provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason, a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. The party requesting the paper settlement. In the event any disbursement incurred relating to a paper settlement, shall be reimbursed at cost, to the other party, through settlement adjustments.
- (e) Any notice served on a party in the PEXA electronic workspace must also be served in accordance with the conditions of this Contract, relating to service of notices.
- (f) Anything that cannot be delivered electronically (such as Order on the Agent, Order on the Tenant if needed etc), must be given to the relevant party on the day of settlement, held in escrow.
- (g) Both parties work together mutually on the day of settlement, for a successful settlement via PEXA, including working with un-expected time delays, system failures etc.
- (h) If time is of the essence of the transaction and settlement fails to proceed due to a PEXA system failure then neither party will be in default. If PEXA electronic settlement cannot be re-established the next working day the parties must settle in the usual paper non-electronic

manner as soon as possible, no later than three business days after the initial electronic PEXA failure unless otherwise agreed.

**Special Condition 59 - Summer Holidays Break (Christmas / New Year) Period 2020/2021 Arrangements with Completion / Settlement**

The Vendor's Conveyancer (ABS Conveyancing) have their office close for the Summer Holidays Break (Christmas / New Year period), from 3 PM Wednesday 23rd December 2020 and Re-opens on Monday 4<sup>th</sup> January 2021.

Some banks, lenders and mortgagees are unable to do property settlements during the summer holidays break (Christmas/New Year period).

Should either the Vendor's lender (outgoing mortgagee) or the Purchaser's lender (incoming mortgagee) are unable to do completion/settlement during the summer holidays break (Christmas/New Year period), then by mutual agreement between the Vendor and the Purchaser, both parties with their lenders agree to have completion/settlement will fall due from Thursday 7<sup>th</sup> January 2021, on a date, mutually agreed by both parties, prior to the Summer Holidays Break.

**60. Cooling Off Extensions -**

This clause does not apply, if the Contract is exchanged under a Section 66W Certificate. If under a Cooling Off period with residential property and the Purchaser makes a request for an extension to Cooling Off. Then there is no fee charged to the Purchaser, on the first Cooling Off extension request.

However, if the Purchaser makes a further request, to extend Cooling Off further, then the Purchaser agrees to pay the Vendor's Conveyancing Firm (ABS Conveyancing) a Cooling Off further extension request fee of \$350.00 including GST (to cover the extra conveyancing administrative related costs), for each and every further requests, to further extensions to Cooling Off.

The Purchaser agrees, this fee must be paid up front, before the Vendor's Conveyancing Firm submits the Purchaser's request for a further extension for Cooling Off and the Vendor's Conveyancing Firm does not guarantee the outcome (response and instructions from the Vendor).

The Cooling Off further extension request fee of \$350.00 can be paid via EFT into the following bank account – CBA, ABS Conveyancing, BSB: 062 347, Account number 1042 7094.

The Vendor may charge a Cooling Off further extension fee themselves, if they agree to further extend the Cooling Off period.

**61. Non-Merger and Severability -**

Any term of this Contract having application after completion, including an error in adjustments or any other miscalculation shall survive completion and continue to apply after completion.

Any provision of this Contract which is rendered unenforceable, void or of no effect shall not render any other provision herein void or enforceable.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

---

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

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

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

#### **Applications, Orders etc**

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

#### **Owners Corporation management**

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

**Capacity**

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

**Requisitions and transfer**

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



## ABS CONVEYANCING

Phone: 1300 037 057 Email: [paul@absgroup.net.au](mailto:paul@absgroup.net.au) Fax: 02 8905 9551 M 0411 037 057  
Postal Address: PO Box Q877, Queen Victoria Building NSW 1230. ABN : 61 126 046 553  
Corporate Conveyancing Licence No 0500 5522 – Paul McKenzie CEO/Licensee-in-Charge.  
Sydney Office – Level 8 / 65 York Street, Sydney NSW.

4 November 2020

Dear Colleagues,

**Garg & Garg Sale to:**

**Property: Unit 29 / 14-18 Peggy Street, Mays Hill NSW**

We refer to your letter enclosing your Requisitions on Title and we are now instructed to make the following replies :-

1. Noted.
2. Not to the Vendor's knowledge
- 3.(a) Vendor relies on the contract.
- (b) Vendor relies on the contract.
- (c) Vendor relies on the contract.
- (d) Vendor relies on the contract.
- (e) Vendor relies on the contract.
- (f) Vendor relies on the contract.
4. Not applicable.
5. Vendor relies on the contract.
6. Noted subject to contract.
7. Noted subject to contract.
8. Not to the vendor's knowledge.
9. At our mortgagee's office by appointment.
10. No.
11. The usual adjustments will be made in accordance with the Contract.
12. Copy of the Section 47 Land Tax Clearance Certificate is in this Contract of Sale.
  
13. Vendor relies on the contract.
14. Vendor relies on the contract.
15. No.
- 16.(a) yes as far as the vendor is aware; Note, The Vendor is not aware of any Aboriginal heritage objects on the property. However, the Purchaser should rely on their own enquiries and obligations under the National Parks and Wildlife Act 1974 legislation, with subsequent amendments.
- (b) Not that the vendor is aware of but the purchaser should make and rely on their own inquiries.
- (c) No
- (d) No
- (e) Not applicable.
- (f) Not the Vendor is aware of. Purchaser to make their enquiries.
- (g) Not the Vendor is aware of. Purchaser to make their enquiries.

17. Not the Vendor is aware of. Purchaser to make their enquiries.
18. Not the Vendor is aware of. Purchaser to make their enquiries.
19. N/A
20. Not the Vendor is aware of. Purchaser to make their enquiries.
21. Not the Vendor is aware of. Purchaser to make their enquiries.
22. to 27. Not the Vendor is aware of. Purchaser to make their enquiries.
28. N/A
29. Not the Vendor is aware of. Purchaser to make their enquiries.
30. N/A
31. Not the Vendor is aware of. Purchaser to make their enquiries.
32. Purchaser to make their own enquiries with strata management records.
33. Purchaser to make their own enquiries with strata management records.
34. Purchaser to make their own enquiries with strata management records.
35. Purchaser to make their own enquiries with strata management records.
36. Purchaser to make their own enquiries with strata management records.
37. Purchaser to make their own enquiries with strata management records.
38. Not the Vendor is aware of. Purchaser to make their enquiries.
39. Not the Vendor is aware of. Purchaser to make their enquiries.
40. Refer to Special Condition 55.
41. Purchaser to make their own enquiries with strata management records.
42. Purchaser to make their own enquiries with strata management records.
43. Purchaser to make their own enquiries with strata management records.
44. Purchaser to make their own enquiries with strata management records.
45. As per the Contract.
46. Copy of the Vendor Clearance Certificate/s are in this Contract of Sale.
47. Noted.
48. Deeds with mortgagee.
49. Noted subject to contract.
50. This alleged right is not admitted.
51. Not agreed.

Yours faithfully,  
**ABS Conveyancing**

Paul McKenzie  
Licensed Conveyancer



Revenue

Enquiry ID 3352468  
Agent ID 81429403  
Issue Date 03 Nov 2020  
Correspondence ID 1715111884  
Your reference 2020 0795

INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

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

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
S93214/29	Unit 29, 14-18 PEGGY ST MAYS HILL 2145	\$102 060

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

---

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

### When is a certificate not clear from land tax?

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

### How do I clear a certificate?

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

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

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

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

### How do I get an updated certificate?

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

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

### Land value, tax rates and thresholds

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

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



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



[landtax@revenue.nsw.gov.au](mailto:landtax@revenue.nsw.gov.au)

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



FOLIO: 29/SP93214

-----

SEARCH DATE	TIME	EDITION NO	DATE
3/11/2020	6:14 AM	4	31/7/2020

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

LAND

-----

LOT 29 IN STRATA PLAN 93214  
AT MAYS HILL  
LOCAL GOVERNMENT AREA CUMBERLAND

FIRST SCHEDULE

-----

SHOBHIT GARG  
IN 9/10 SHARE  
GARIMA GARG  
IN 1/10 SHARE  
AS TENANTS IN COMMON (TZ AQ93371)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP93214  
2 AQ286319 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP93214

SEARCH DATE	TIME	EDITION NO	DATE
3/11/2020	6:14 AM	1	14/5/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 93214  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MAYS HILL  
LOCAL GOVERNMENT AREA CUMBERLAND  
PARISH OF ST JOHN COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP93214

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 93214  
ADDRESS FOR SERVICE OF DOCUMENTS:  
14-18 PEGGY STREET  
MAYS HILL NSW 2145

SECOND SCHEDULE (6 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME  
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED  
SMOKE PENETRATION - OPTION A HAS BEEN ADOPTED
- DP1218400 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (1) IN THE S.88B INSTRUMENT
- DP1218400 POSITIVE COVENANT
- DP1218400 EASEMENT FOR PADMOUNT SUBSTATION 2.76 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- DP1218400 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (4) IN THE S.88B INSTRUMENT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 93214

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 26	2	- 27	3	- 27	4	- 27
5	- 26	6	- 30	7	- 27	8	- 25
9	- 26	10	- 27	11	- 27	12	- 27
13	- 22	14	- 25	15	- 30	16	- 27
17	- 26	18	- 27	19	- 27	20	- 27

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP93214

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 93214

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
21	- 27	22	- 22	23	- 25	24	- 30
25	- 27	26	- 26	27	- 27	28	- 27
29	- 27	30	- 27	31	- 23	32	- 25
33	- 31	34	- 27	35	- 26	36	- 35
37	- 35						

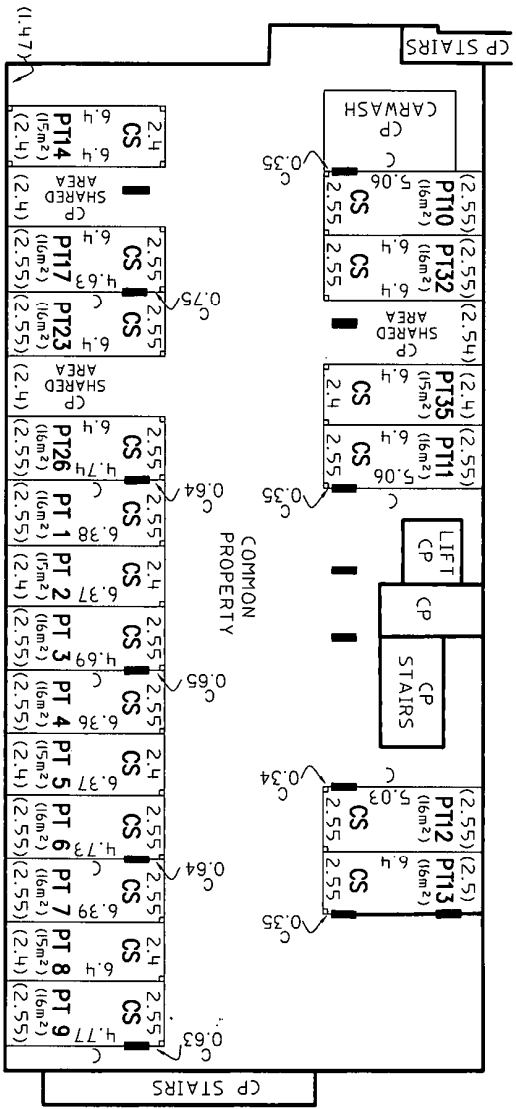
NOTATIONS

UNREGISTERED DEALINGS: NIL

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



- L DENOTES RIGHT ANGLE
- C DENOTES PROLONGATION OF CENTRELINE OF COLUMN
- CP DENOTES COMMON PROPERTY
- CS DENOTES CAR SPACE



**NOTES**

1. MEASUREMENTS OF AREAS SHOWN HEREON ARE APPROXIMATE AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. 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.

**BASEMENT 2**

SURVEYOR  
 Name: SIMON ANDREW GEEST  
 Date: 28/8/2017  
 Reference: 21409031/1

PLAN OF SUBDIVISION OF  
 LOT 1 IN DP 1218400

LGA: CUMBERLAND  
 Locality: MAYS HILL  
 Reduction Ratio: 1:200  
 Lengths are in metres

REGISTERED  
 14.5.2018

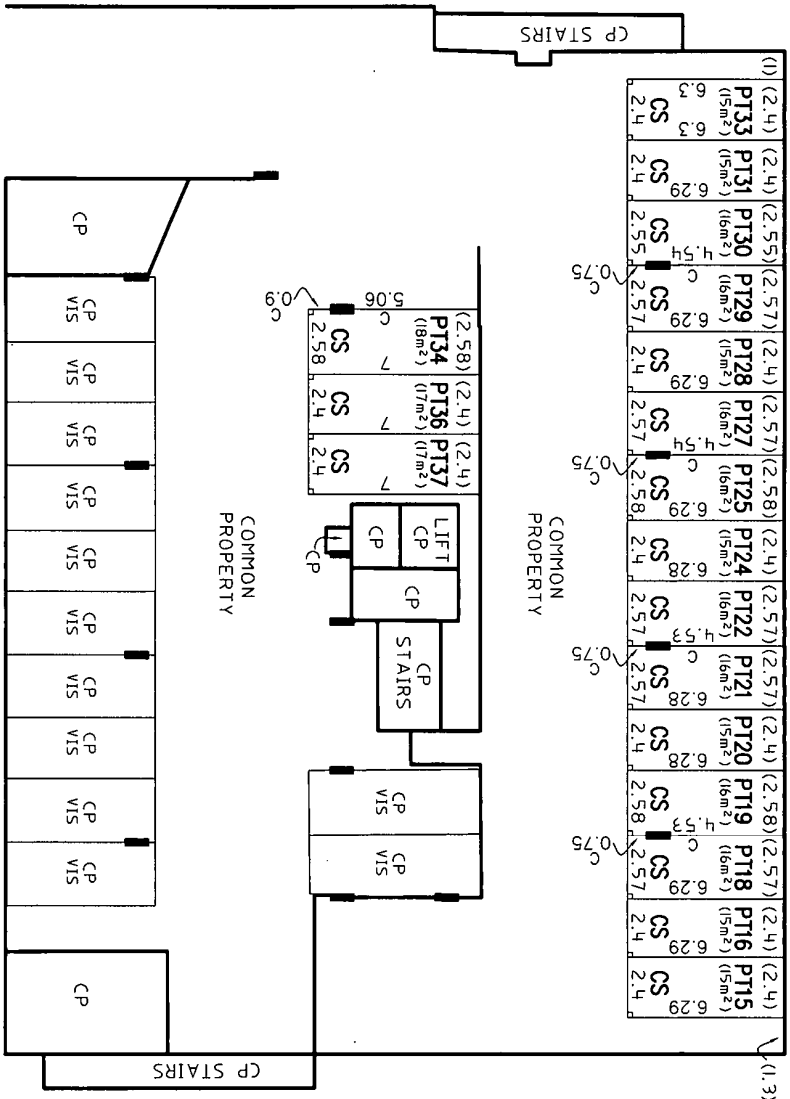
SP93214



- L DENOTES RIGHT ANGLE
- C DENOTES PROLONGATION OF CENTRELINE OF COLUMN
- ~~S DENOTES PROLONGATION OF SOUTH FACE OF WALL.~~
- CP DENOTES COMMON PROPERTY
- CS DENOTES CAR SPACE
- VIS DENOTES COMMON PROPERTY VISITOR CARSPACE

**NOTES**

1. MEASUREMENTS OF AREAS SHOWN HEREON ARE APPROXIMATE AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREAS FOR OTHER PURPOSES.
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**BASEMENT 1**

SURVEYOR  
 Name: SIMON ANDREW GEEST  
 Date: 28/8/2017  
 Reference: 21409031/1

PLAN OF SUBDIVISION OF  
 LOT 1 IN DP 1218400

LGA: CUMBERLAND  
 Locality: MAYS HILL  
 Reduction Ratio: 1:200  
 Lengths are in metres

REGISTERED  
 14.5.2018

SP93214

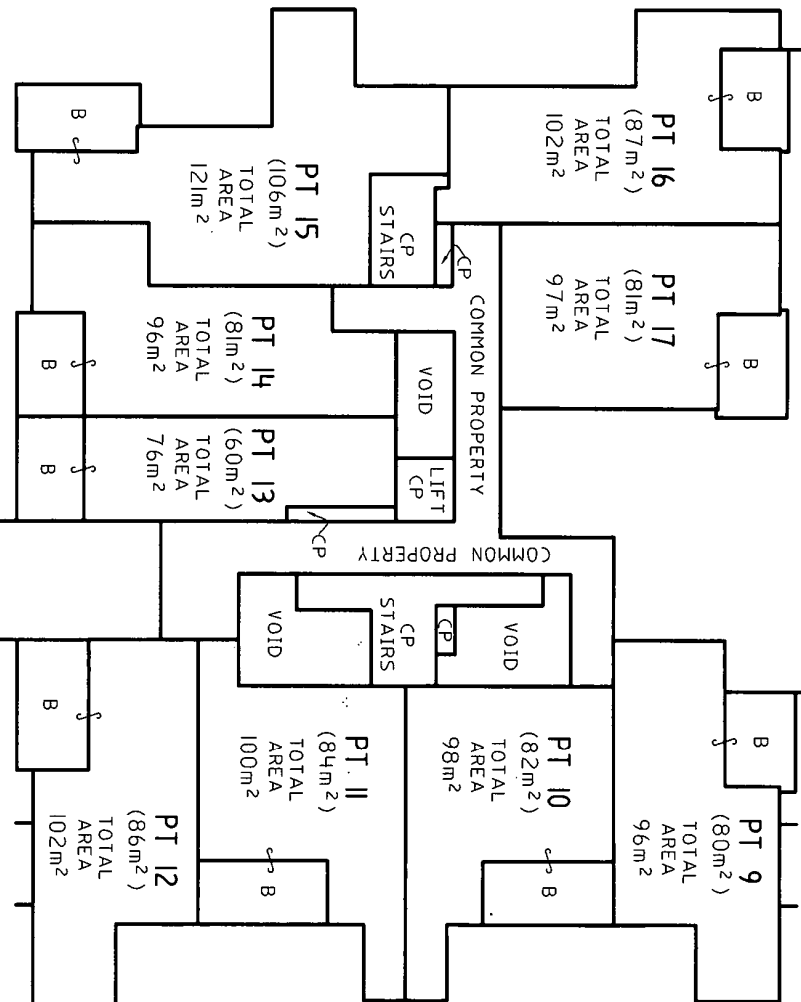




B DENOTES BALCONY  
 CP DENOTES COMMON PROPERTY

**NOTES**

1. MEASUREMENTS OF AREAS SHOWN HEREON ARE APPROXIMATE AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. 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. THE STRATUM OF THE BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE ~~FLOORS~~ CONCRETE FLOOR. THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.
- ALL FLOOR TILES ON BALCONIES FORM PART OF THE LOT.



**LEVEL 1**

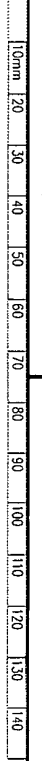
SURVEYOR  
 Name: SIMON ANDREW GEEST  
 Date: 28/8/2017  
 Reference: 21409031/1

PLAN OF SUBDIVISION OF  
 LOT 1 IN DP 1218400

LGA: CUMBERLAND  
 Locality: MAYS HILL  
 Reduction Ratio: 1:200  
 Lengths are in metres

REGISTERED  
 14.5.2018

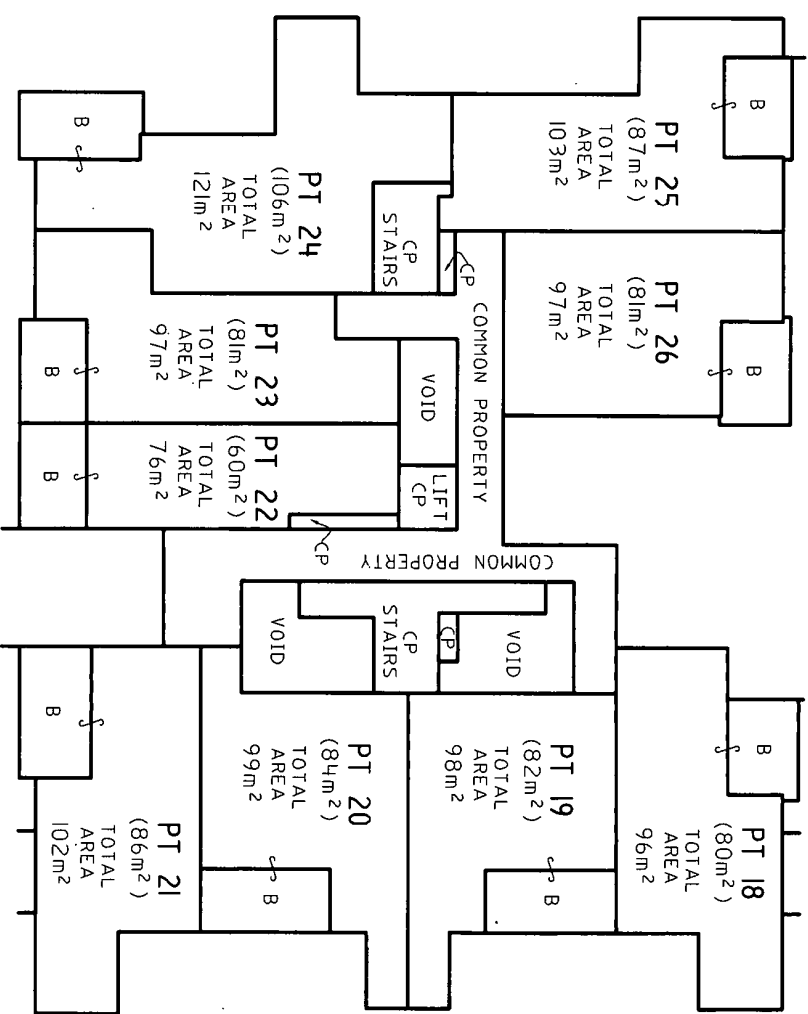
SP93214



B DENOTES BALCONY  
 CP DENOTES COMMON PROPERTY

**NOTES**

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 ALL FLOOR TILES ON BALCONIES FORM PART OF THE LOT.



**LEVEL 2**

**SURVEYOR**

Name: SIMON ANDREW GEEST  
 Date: 28/8/2017  
 Reference: 21409031/1

PLAN OF SUBDIVISION OF  
 LOT 1 IN DP 1218400

10mm	20	30	40	50	60	70	80	90	100	110	120	130	140
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LGA: CUMBERLAND  
 Locality: MAYS HILL  
 Reduction Ratio: 1:200  
 Lengths are in metres

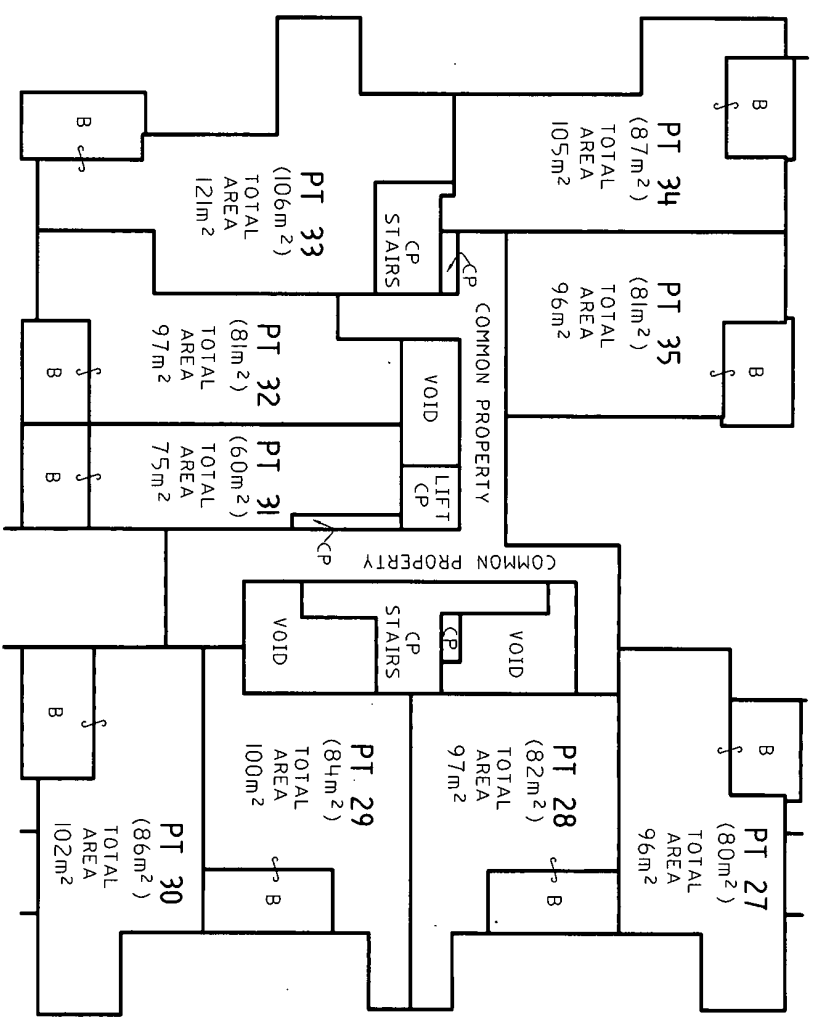
REGISTERED  
 14.5.2018

SP93214

B DENOTES BALCONY  
 CP DENOTES COMMON PROPERTY

**NOTES**

1. MEASUREMENTS OF AREAS SHOWN HEREON ARE APPROXIMATE AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. 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. THE STRATUM OF THE BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS. CONCRETE FLOOR. THE MEMBRANE COATING ON CONCRETE SURFACES IS COMMON PROPERTY.  
 ALL FLOOR TILES ON BALCONIES FORM PART OF THE LOT.



**LEVEL 3**

SURVEYOR

Name: SIMON ANDREW GEEST

Date: 28/8/2017

Reference: 21409031/1

PLAN OF SUBDIVISION OF  
 LOT 1 IN DP 1218400

10m	20	30	40	50	60	70	80	90	100	110	120	130	140
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LGA: CUMBERLAND  
 Locality: MAYS HILL  
 Reduction Ratio: 1:200  
 Lengths are in metres

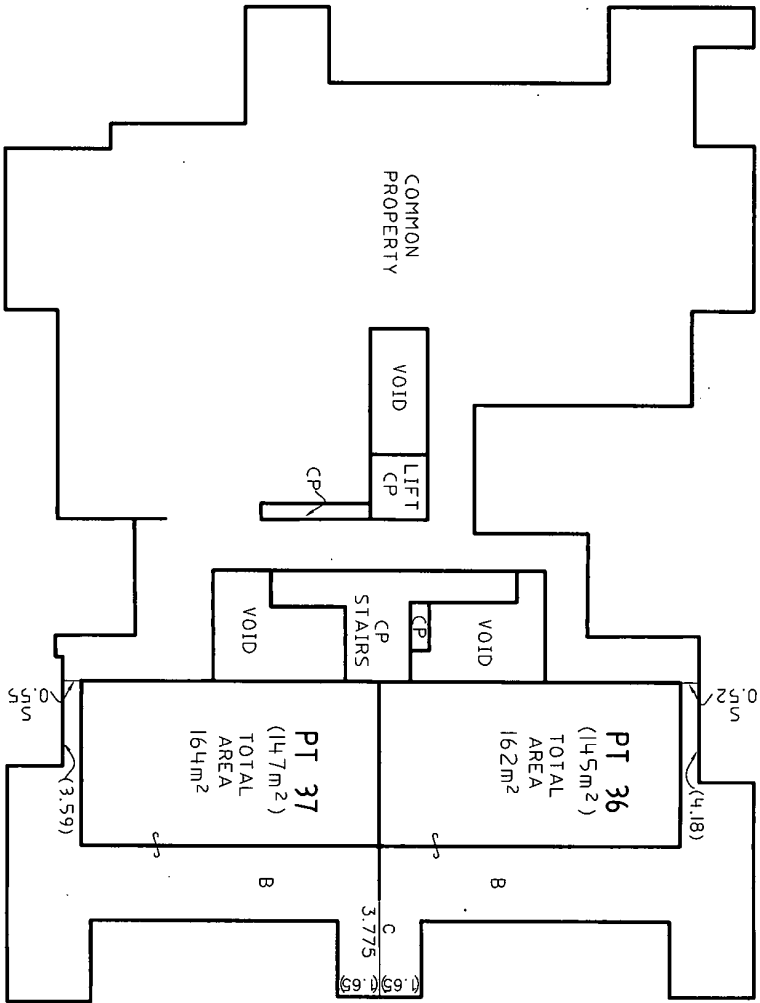
REGISTERED  
 14.5.2018

SP93214

- B DENOTES BALCONY
- C DENOTES PROLONGATION OF CENTRELINE OF WALL
- CP DENOTES COMMON PROPERTY
- S DENOTES PROLONGATION OF SOUTH FACE OF WALL

**NOTES**

1. MEASUREMENTS OF AREAS SHOWN HEREON ARE APPROXIMATE AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREAS FOR OTHER PURPOSES.
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**LEVEL 4**

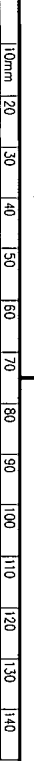
SURVEYOR  
 Name: SIMON ANDREW GEEST  
 Date: 28/8/2017  
 Reference: 21409031/1



PLAN OF SUBDIVISION OF  
 LOT 1 IN DP 1218400


LGA: CUMBERLAND  
 Locality: MAYS HILL  
 Reduction Ratio: 1:200  
 Lengths are in metres

REGISTERED  
 14.5.2018

SP93214



SP FORM 3.01	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 3 sheet(s)
Office Use Only  Registered:  14.5.2018	  <b>SP93214 S</b>	Office Use Only
<b>PLAN OF SUBDIVISION OF:                  LOT 1 IN DP 1218400</b>	LGA: CUMBERLAND  Locality: MAYS HILL  Parish: ST JOHN  County: CUMBERLAND	
This is a <b>*FREEHOLD/*LEASEHOLD</b> Strata Scheme		
Address for Service of Documents  <b>14-18 PEGGY STREET MAYS HILL, 2145</b>	The by-laws adopted for the scheme are:  * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B  (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i> )  *The strata by-laws lodged with the plan:	
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> I SIMON ANDREW GEEST ..... of COOPER & RICHARDS, PO BOX 508, SUTHERLAND NSW 1499 ..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.  *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^.....	<p style="text-align: center;"><b>Strata Certificate (Accredited Certifier)</b></p> I <u>IAN BAKER</u> ..... being an Accredited Certifier, accreditation number <u>8PB0017</u> ....., certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> .  *(a) <del>This plan is part of a development scheme.</del> *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.  *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with <del>Section 63 <i>Strata Schemes Development Act 2015</i>.</del>  Certificate Reference: <u>17/SC101/17</u> Relevant Planning Approval No.: <u>2015/162/1</u> issued by: <u>CUMBERLAND COUNCIL</u>  Signature: <u>[Signature]</u> Date: <u>6 DECEMBER 2017</u>  ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable		

<b>SP FORM 3.07</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 3 sheet(s)
Office Use Only	Office Use Only	
Registered:  14.5.2018	<b>SP93214</b>	

**VALUER'S CERTIFICATE**

I, Michael Watkins (PO Box 105 Sutherland 1499) being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*


Signature: Michael Watkins Date: 27<sup>th</sup> November 2017

**SCHEDULE OF UNIT ENTITLEMENT**

Lot No.	Entitlement
1	26
2	27
3	27
4	27
5	26
6	30
7	27
8	25
9	26
10	27
11	27
12	27
13	22
14	25
15	30
16	27
17	26
18	27


Lot No.	Entitlement
19	27
20	27
21	27
22	22
23	25
24	30
25	27
26	26
27	27
28	27
29	27
30	27
31	23
32	25
33	31
34	27
35	26
36	35
37	35
<b>Total</b>	<b>1000</b>

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 3 sheet(s)
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Office Use Only	Office Use Only
Registered:  14.5.2018	<b>SP93214</b>

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

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

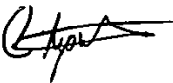
  
DAVIDE SINI  
TIER 3 ATTORNEY

Signed for and on behalf of WESTPAC BANKING  
BANK - A Division of WESTPAC BANKING  
CORPORATION ABN 33 007 457 141 by  
its attorney under power of attorney as at  
17 January, 2001 Registered Book 4289  
No. 332 in the presence of:


WITNESS  ADDRESS: 24 ARTHUR ST,  
CROYDON 2132

Print Name: Elizabeth Scalltrito

Executed by CN DEVELOPMENTS (AUST) PTY LTD (ACN 601 475 647)  
in accordance with section 127 of the Corporations Act.

  
Signature of Director

Charlie Agous  
Name (Please Print)

  
Signature of Director

Nedat Handon  
Name (Please Print)

# Strata Schemes Management Regulation 2016

## Schedule 3 By-laws for Strata Schemes 1996 onwards

(Clause 37)

### Note.

These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

### 1 Vehicles

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

### 2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

### 3 Damage to lawns and plants on common property

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

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

### 4 Obstruction of common property

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

## 5 Keeping of animals

### Note.

Select option A or B. If no option is selected, option A will apply.

### Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
  - (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

### Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
  - (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

## 6 Noise

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

## 7 Behaviour of owners, occupiers and invitees

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

- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
- (b) without limiting paragraph (a), that invitees comply with clause (1).

### **8 Children playing on common property**

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

### **9 Smoke penetration**

**Note.**

Select option A or B. If no option is selected, option A will apply.

#### **Option A**

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

#### **Option B**

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
  - (a) in an area designated as a smoking area by the owners corporation, or
  - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### **10 Preservation of fire safety**

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

### **11 Storage of inflammable liquids and other substances and materials**

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

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

## **12 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

## **13 Cleaning windows and doors**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## **14 Hanging out of washing**

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:  
*washing* includes any clothing, towel, bedding or other article of a similar type.

## **15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:  
*bin* includes any receptacle for waste.

*waste* includes garbage and recyclable material.

#### **16 Disposal of waste—shared bins [applicable where bins are shared by lots]**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:  
*bin* includes any receptacle for waste.

*waste* includes garbage and recyclable material.

#### **17 Change in use or occupation of lot to be notified**

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
  - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
  - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

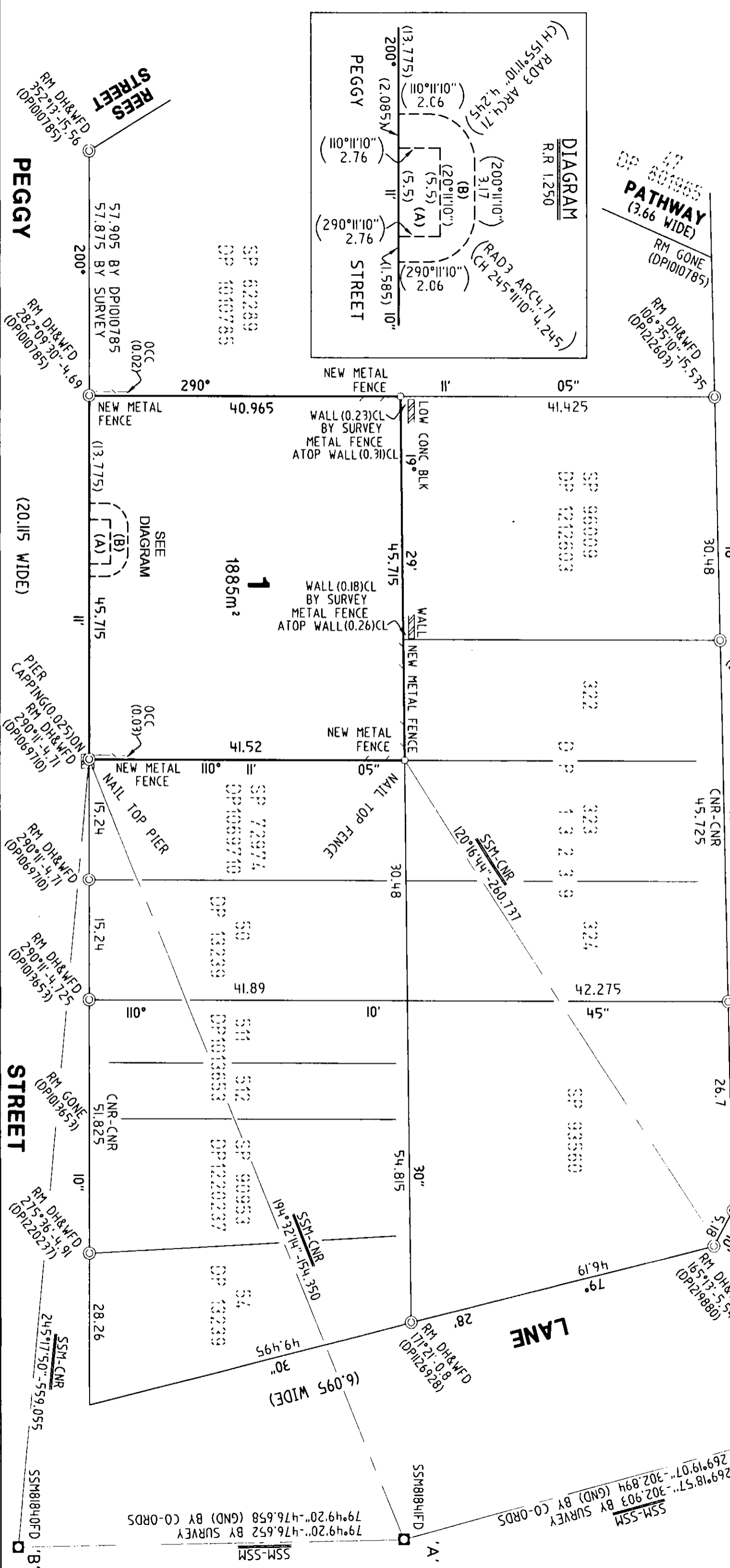
## **18 Compliance with planning and other requirements**

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

SURVEYING AND SPATIAL INFORMATION REGULATION 2012  
 CLAUSE 35(1)(B), 61(2)

MARK	M.G.A. CO-ORDINATES		ZONE CLASSORDER
	EASTING	NORTHING	
SSM 81840	314142.911	6256112.420	B 2
SSM 81841	313673.746	6256028.191	B 2
SSM 81842	313370.868	6256024.589	B 2

MGA CO-ORDINATES ADOPTED FROM SCIMS 1/6/2017  
 COMBINED SCALE FACTOR 1.000017

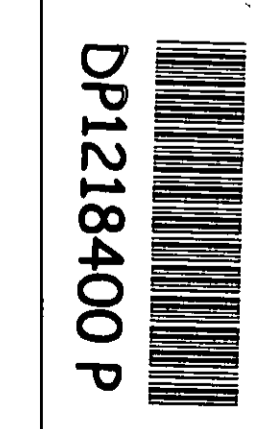


Surveyor: SIMON ANDREW GEEST  
 Date of Survey: 2/8/2017  
 Surveyor's Ref: 21409031/1

PLAN OF CONSOLIDATION OF LOTS 46, 47 AND 48 IN DP 13239

LGA: CUMBERLAND  
 Locality: MAYS HILL  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio: 1:500

Registered:  
 11.5.2018





10m 12C 3C 4C 5C 6C 7C 8C 9C 10C 11C 12C 13C 14C


SSM-SSM  
 79°49'20"-476.652 BY SURVEY  
 79°49'20"-476.658 (GND) BY CO-ORDS

**WARNING: Creasing or folding will lead to rejection**

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

Office Use Only Registered:  11.5.2018 Title System: TORRENS Purpose: CONSOLIDATION	Office Use Only  <b>DP1218400 S</b>
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<b>PLAN OF CONSOLIDATION OF LOTS 46, 47 AND 48 IN DP 13239</b>	LGA: CUMBERLAND Locality: MAYS HILL Parish: ST JOHN County: CUMBERLAND
--	---

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:.....	Survey Certificate <b>SIMON ANDREW GEEST</b> of <b>COOPER &amp; RICHARDS, PO BOX 508 SUTHERLAND NSW 1499</b> 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 2012, is accurate and the survey was completed on <u>2/8/2017</u> . *(b) The part of the land shown in the plan (*being/*excluding^.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012. Signature:  Dated <u>2/8/2017</u> Surveyor ID: <u>90</u> Datum Line: 'A'-'B' Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep-Mountainous. * Strike through if inapplicable ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
---	---

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.	(Continuation of Survey Certificate text from above)
--	--

Statements of intention to dedicate public roads, public reserves and drainage reserves.	Plans used in the preparation of survey/ <del>compilation</del> DP13239                      DP1219880 DP1010785                  DP1220237 DP1013653 DP1069710 DP1126928 DP1212603 If space is insufficient continue on PLAN FORM 6A
--	--

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	SURVEYORS REFERENCE: <b>21409031/1</b>
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**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  11.5.2018

**DP1218400**

**PLAN OF CONSOLIDATION OF LOTS 46, 47 AND 48  
 IN DP 13239**

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

- A Schedule of lots and addresses - See 60(c) SSI Regulation 2012.
- 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.

Subdivision Certificate number:

Date of endorsement:


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	14-18	PEGGY	STREET	MAYS HILL

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT, 1919,  
 IT IS INTENDED TO CREATE:-

1. RESTRICTION ON THE USE OF LAND
2. POSITIVE COVENANT
3. EASEMENT FOR PADMOUNT SUBSTATION 2.76 WIDE
4. RESTRICTION ON THE USE OF LAND

AS SET-OUT IN THE ACCOMPANYING INSTRUMENT

**SIGNATURES & SEALS**

  
 DAVID B.W.  
 TIER 3 ATTORNEY

Signed for and on behalf of ST. GEORGE  
 BANK - A Division of WESTPAC BANKING  
 CORPORATION ABN 33 007 457 141 by  
 its attorney under power of attorney as at  
 17 January, 2001 Registered Book 4289  
 No. 332 in the presence of:


WITNESS 

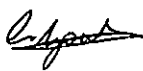
Print Name: ELEM PATAKOS.

ADDRESS: 69 GARNET RD, MIRANDA 2228

CND Developments (Aust). PTY LTD  
 ABN:50 601 475 647.

Director:

Director: 



Charlie Agoub

Nedate Hamdan.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTION ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED.**



**DP1218400 B**

(Sheet 1 of 9 Sheets)

Plan of Consolidation of Lots  
 46, 47 and 48 in DP 13239.

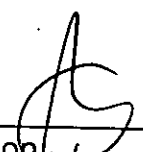
Full name and address of  
 the owner of the Land:

CN DEVELOPMENTS (AUST) PTY LTD  
 Locked Bag 7902,  
 CARLINGFORD NSW 2196

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on the Use of Land	Lot 1 <del>DP 1218400</del>	<del>City of Cumberland Council</del> SG
2	Positive Covenant	Lot 1 <del>DP 1218400</del>	<del>City of Cumberland Council</del> SG
3	Easement for Padmount Substation 2.76 wide	Lot 1 <del>DP 1218400</del>	Epsilon Distribution Ministerial Holding Corporation SG
4	Restriction on the Use of Land	Lot 1 <del>DP 1218400</del>	Epsilon Distribution Ministerial Holding Corporation SG

Approved by Cumberland Council

  
 Authorised Person:  
 Name: Steve Piroth  
 Position: *MANAGER RETIREMENT ASSESSMENT*

DP1218400

(Sheet 2 of 9 Sheets)

Plan of Consolidation of Lots 46,  
47 and 48 in DP 13239.

## PART 2

### 1. Terms of Restriction on the Use of Land numbered 1 in the plan.

The registered proprietors shall not make or permit or suffer the making of any alterations to the on-site stormwater detention system, which is constructed on the lot burdened without the prior consent in writing of Cumberland Council. The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage. Any on-site stormwater detention system constructed on the lot burdened is hereafter referred to as "the system".

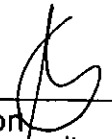
Name of Authority having the power to release, vary or modify the 'Restriction' is  
Cumberland Council

### 2. Terms of Positive Covenant numbered 2 in the Plan.

The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage. Any on-site stormwater detention system constructed on the lot burdened is hereafter referred to as "the system".

1. The registered proprietor of the lot hereby burdened will in respect of the system:
  - a) Keep the system clean and free from silt, rubbish and debris.
  - b) Maintain and repair at the sole expense of the registered proprietor the whole of the system so that it functions in a safe and efficient manner.
  - c) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this Covenant.
  - d) Comply with the terms of any written notice issued by the Council in respect of the requirements of this Covenant within the time stated in the notice.
  - e) Refer to the maintenance schedule and the council approved stormwater plans as an appendix to items (a) and (b) mentioned above.

Approved by Cumberland Council

Authorised Person   
Name: Steve Purtoth  
Position: MANAGER TECHNICAL  
ASSESSMENT

DP1218400

(Sheet 3 of 9 Sheets)

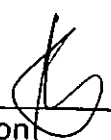
Plan of Consolidation of Lots 46,  
47 and 48 in DP 13239.

2. Pursuant to section 88F(3) of the Conveyancing Act 1919-64 the Council shall have the following additional powers:-

- (a) In the event of the registered proprietors fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1 (d) above.
- (b) The Council may recover from the Registered proprietor in a court of competent jurisdiction:
  - (i) Any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administrating the said work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the said work.
  - (ii) Legal costs on an indemnity basis for the issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

Name of Authority having the power to release, vary or modify the 'Positive Covenant' is  
Cumberland Council

Approved by Cumberland Council

  
\_\_\_\_\_  
Authorised Person  
Name: Steve Barrett  
Position: MANAGER TECHNICAL  
ASSESSMENT

DP1218400

(Sheet 4 of 9 Sheets)

Plan of Consolidation of Lots 46,  
47 and 48 in DP 13239.

**3. Terms of Easement for Padmount Substation 2.76 wide numbered 3 in the plan.**

**1.0 Definitions**

- 1.1 **easement site** means that part of the lot burdened that is affected by this easement.
- 1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- 1.3 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

**2.0 Epsilon Distribution Ministerial Holding Corporation may:**

- 2.1 install electrical equipment within the easement site,
- 2.2 excavate the easement site to install the electrical equipment.
- 2.3 use the electrical equipment for the transmission of electricity,
- 2.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment by the encroachment.

Approved by Cumberland Council

\_\_\_\_\_  
Authorised Person  
Name: Steve Parrott  
Position: MANAGER TECHNICAL  
ASSESSMENT

DP1218400

(Sheet 5 of 9 Sheets)

Plan of Consolidation of Lots 46,  
47 and 48 in DP 13239.

- 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
- 3.0 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 4.0 The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:
- 4.1 install or permit to be installed any services or structure within the easement site, or
- 4.2 alter the surface level of the easement site, or
- 4.3 do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation.
- 5.0 Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 6.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 6.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Approved by Cumberland Council

\_\_\_\_\_  
Authorised Person  
Name: Steve Parrott  
Position: MANAGER ELECTRICAL  
ASSESSMENT

DP1218400

(Sheet 6 of 9 Sheets)

Plan of Consolidation of Lots 46,  
47 and 48 in DP 13239.

**4. Terms of Restriction on the Use of Land numbered 4 in the plan.**

**1.0 Definitions**

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

**2.0 No building shall be erected or permitted to remain within the restriction site unless:**

- 2.1 The external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2 The external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 The owner provides the authority benefited with an engineer's certificate to this effect.

**3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.**

**4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System**

- 4.1 Notwithstanding any other provision in the Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Approved by Cumberland Council

\_\_\_\_\_  
Authorised Person  
Name: Steve Parrott  
Position: MANAGER TECHNICAL  
ASSESSMENT

DP1218400

(Sheet 7 of 9 Sheets)


Plan of Consolidation of Lots 46,  
47 and 48 in DP 13239.

EXECUTED by CN DEVELOPMENTS (AUST) PTY LTD (ABN 50 601 475 647)

~~(ABN~~ →

in accordance with section 127 of the Corporations Act:

  
.....  
Signature of director

  
.....  
Signature of director/secretary

.....  
Name (Please Print)

.....  
Name (Please Print)


EXECUTED BY THE MORTGAGEE

Signed for and on behalf of ST. GEORGE  
BANK - A Division of WESTPAC BANKING  
CORPORATION ABN 33 007 457 141 by  
its attorney under power of attorney as at  
17 January, 2001 Registered Book 4299  
No. 332 in the presence of:

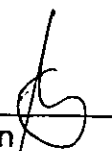
WITNESS 

Print Name: ELLENI PATAKOS

Address: 69 GARNET RD, MIRANDA 2228

  
DAVIDE BUI  
TIER 3 ATTORNEY  
10/04/18

Approved by Cumberland Council

  
.....  
Authorised Person  
Name: STEVE Parrott  
Position: MANAGER TECHNICAL  
ASSESSMENT

**DP1218400**

(Sheet 8 of 9 Sheets)

Plan of Consolidation of Lots 46,  
47 and 48 in DP 13239.

I certify that the attorney signed  
this instrument in my presence.

Signed by the attorney named below who  
signed this instrument pursuant to the  
power of attorney specified for  
**Endeavour Energy Network Asset  
Partnership (ABN 30 586 412 717)** on  
behalf of **Epsilon Distribution  
Ministerial Holding Corporation (ABN  
59 253 130 878)** pursuant to section 36  
of the *Electricity Network Assets  
(Authorised Transactions) Act 2015*  
(NSW)

Signature of witness:

*Jan S. Cousin*

Name of witness:

IAN STEWART COUSIN

Address of witness:

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Signature of attorney:

*[Signature]*

Name and position of attorney:

Helen Smith  
Manager Property & Fleet

Signing on behalf of:

Endeavour Energy Network Asset  
Partnership  
ABN 30 586 412 717

Power of attorney: Book 4734

No 883

EE reference: UML 7318

Date: 19 March 2018

Approved by Cumberland Council

*[Signature]*  
Authorised Person  
Name: *Stuart Cairns*  
Position: *MANAGER ELECTRICAL  
ASSESSMENT*


DP1218400


(Sheet 9 of 9 Sheets)

Plan of Consolidation of Lots 46,  
47 and 48 in DP 13239.

Authorised Officer as Delegate of  
Cumberland Council pursuant to s.378 of  
The Local Government Act 1993 and I certify  
that I have no notice of revocation of such  
Delegation

I certify that I am an eligible  
Witness and that the Delegate  
Signed in my presence

Signature of Delegate 

Signature of Witness 

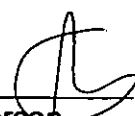
Steve Perrott  
Full Name of Delegate

A D A D I B  
Full Name of Witness

16 Memorial Avenue Merrylands  
Address of Witness NSW 2160

Approved by Cumberland Council

REGISTERED  11.5.2018

Authorised Person   
Name: Steve Perrott  
Position: MANAGER TECHNICAL  
ASSESSMENT



CUMBERLAND  
CITY COUNCIL

**APPLICANT:** Infotrack  
Gpo Box 4029  
SYDNEY NSW 2000

## **PLANNING CERTIFICATE**

Issued under section 10.7(2) Environmental Planning and Assessment Act 1979

---

**Property:** 29/14-18 Peggy Street MAYS HILL NSW 2145  
**Title:** Lot 29 SP 93214  
**Land No:** 132436  
**Certificate No:** PC2020/4727  
**Certificate Date:** 04/11/2020  
**Applicant's Ref:** 2020 0795

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160  
T 02 8757 9000 E [council@cumberland.nsw.gov.au](mailto:council@cumberland.nsw.gov.au) W [cumberland.nsw.gov.au](http://cumberland.nsw.gov.au)  
ABN 22 798 563 329

**Welcome** *Belong* Succeed

## SECTION 10.7(2)

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), the following prescribed matters relate to the land at the date of this certificate.

---

### ITEM 1 - Names of relevant planning instruments and DCPs

**1. *The following environmental planning instruments apply to the carrying out of development on the land:***

Holroyd Local Environmental Plan 2013

State Environmental Planning Policy No. 19 – Bushland in Urban Areas  
State Environmental Planning Policy No. 30 – Intensive Agriculture  
State Environmental Planning Policy No. 33 – Hazardous and Offensive Development  
State Environmental Planning Policy No. 50 – Canal Estates  
State Environmental Planning Policy No. 55 – Remediation of Land  
State Environmental Planning Policy No. 62 – Sustainable Aquaculture  
State Environmental Planning Policy No. 64 – Advertising and Signage  
State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Development  
State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)  
State Environmental Planning Policy – SEPP (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy – Building Sustainability Index: BASIX 2004  
State Environmental Planning Policy – (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy – (Infrastructure) 2007  
State Environmental Planning Policy – (Temporary Structures) 2007  
State Environmental Planning Policy – (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy – (Repeal of Concurrence and Referral Provisions) 2008  
State Environmental Planning Policy – (Affordable Rental Housing) 2009  
State Environmental Planning Policy – (Vegetation in Non-Rural Areas) 2017  
State Environmental Planning Policy – (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy – (Primary Production and Rural Development) 2019  
State Environmental Planning Policy – (State and Regional Development) 2011  
State Environmental Planning Policy – (Concurrences) 2018  
State Environmental Planning Policy No. 21 – Caravan Parks

Sydney Regional Environmental Plan No. 9 – Extractive Industry (No. 2 – 1995)  
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

**2. *The following proposed environmental planning instruments apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:***

Cumberland Local Environmental Plan (PP\_2019\_CUMBE\_006\_00)

**3. *The following development control plans apply to the carrying out of development on the land:***

Holroyd Development Control Plan 2013

---

## ITEM 2 - Zoning and land use under relevant LEPs

### 1. (a) Zoning details in the instruments identified in ITEM 1(1) above

#### Holroyd Zone R4 High Density Residential

##### Objectives of zone

To provide for the housing needs of the community within a high density residential environment.

To provide a variety of housing types within a high density residential environment.

To enable other land uses that provide facilities or services to meet the day to day needs of residents.

##### Permitted without consent

Home occupations

##### Permitted with consent

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Environmental protection works; Exhibition homes; Home businesses; Home industries; Hostels; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing

##### Prohibited

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

##### *Additional permitted uses*

No additional uses apply

### (b) *Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?*

No fixed minimum land dimensions apply to this land

### (c) *Does the land include or comprise critical habitat?*

The land does not include or comprise critical habitat

### (d) *Is the land within a heritage conservation area?*

The land is not within a heritage conservation area

### (e) *Is there a heritage item situated on the land?*

There are no heritage items situated on the land

**2. (a) Zoning details in the instruments identified in ITEM 1(2) above****Zone R4 High Density Residential****1 Objectives of zone**

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that non-residential land uses are located in a context and setting that minimises impacts on the amenity of a high density residential environment.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public Administration buildings, recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities; Any other development not specified in item 2 or 4.

**4 Prohibited**

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Pond-based aquaculture; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tank-based aquaculture; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

**Additional permitted uses**

No draft additional uses apply

**(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?**

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

**(c) Does the land include or comprise critical habitat?**

The land does not include or comprise critical habitat under a draft environmental planning instrument

**(d) Is the land within a draft heritage conservation area?**

The land is not within a draft heritage conservation area

**(e) Is there a draft heritage item situated on the land?**

There are no draft heritage items situated on the land

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

*Is the land identified within any zone under Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, a Precinct Plan, or a Proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act?*

No

**ITEM 3 – Complying Development Exclusions**

*Is the land, land on which complying development may be carried out under clauses 1.17A(1)(c) to (e),(2),(3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?*

***Housing Code***

Yes, under the Housing Code complying development may be carried out on the land.

***Low Rise Housing Diversity Code***

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

***Rural Housing Code***

Yes, under the Rural Housing Code complying development may be carried out on the land.

***Housing Alterations Code***

Yes, under the Housing Alterations Code complying development may be carried out on the land.

***General Development Code***

Yes, under the General Development Code complying development may be carried out on the land.

***Commercial and Industrial Alterations Code***

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

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

Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

**Container Recycling Facilities Code**

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

**Subdivisions Code**

Yes, under the Subdivisions Code complying development may be carried out on the land.

**Demolition Code**

Yes, under the Demolition Code complying development may be carried out on the land.

**Fire Safety Code**

Yes, under the Fire Safety Code complying development may be carried out on the land.

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**ITEM 4 – (Repealed)**

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**ITEM 4A – (Repealed)**

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

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

No

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**ITEM 5 – Mine subsidence**

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

No

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**ITEM 6 – Road widening and road realignment**

*Is the land affected by any road widening or road realignment under:*

- (a) Division 2 of Part 3 of the Roads Act 1993; or*
- (b) Any environmental planning instrument; or*
- (c) Any resolution of the Council?*

No

---

### ITEM 7 – Council and other public authority policies on hazard risk restrictions

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

- |       |                     |    |
|-------|---------------------|----|
| (i)   | land slip           | No |
| (ii)  | bushfire            | No |
| (iii) | tidal inundation    | No |
| (iv)  | subsidence          | No |
| (v)   | acid sulphate soils | No |
| (vi)  | land contamination  | No |
| (vii) | Other Risk          | No |

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

- |       |                     |    |
|-------|---------------------|----|
| (i)   | land slip           | No |
| (ii)  | bushfire            | No |
| (iii) | tidal inundation    | No |
| (iv)  | subsidence          | No |
| (v)   | acid sulphate soils | No |
| (vi)  | land contamination  | No |
| (vii) | Other Risk          | No |

---

### ITEM 7A – Flood related development controls information

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

No

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

No

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### ITEM 8 – Land reserved for acquisition

**Is there an environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 which makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?**

No

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## ITEM 9 – Contributions plans

*The name of each contributions plan applying to the land is:-*

Cumberland Local Infrastructure Contributions Plan 2020

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## ITEM 9A - Biodiversity certified land

*Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995)?*

No

---

## ITEM 10 – Biodiversity stewardship sites

*Has Council been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995)?*

No

---

## ITEM 10A – Native vegetation clearing set asides

*Under section 60ZC of the Local Land Service Act 2013, has Council been notified by Local Land Services (or is it registered in the public register under that section) that the land contains a set aside area?*

No

---

## ITEM 11 – Bush fire prone land

- |  |     |
|--|-----|
| <i>(a) All of the land is bush fire prone land.</i>  | No  |
| <i>(b) Some of the land is bush fire prone land.</i> | No  |
| <i>(c) None of the land is bush fire prone land.</i> | Yes |
- 

## ITEM 12 – Property vegetation plans

*Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?*

No

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## ITEM 13 – Orders under Trees (Disputes Between Neighbours) Act 2006

*Has Council been notified that 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?*

No

#### ITEM 14 – Directions under Part 3A

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

No

---

#### ITEM 15 – Site compatibility certificates and conditions for seniors housing

(a) *Has a current site compatibility certificate (seniors housing), of which the Council is aware, been issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?*

No

(b) *Have any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?*

No

---

#### ITEM 16 – Site compatibility certificates for infrastructure, schools or TAFE establishments

*Has a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments), of which the Council is aware, been issued?*

No

---

#### ITEM 17 – Site compatibility certificates and conditions for affordable rental housing

1. *Has a current site compatibility certificate (affordable rental housing), of which the Council is aware, been issued in respect of proposed development on the land?*

No

2. *Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of consent to a development application in respect of the land?*

No

---

#### ITEM 18 – Paper subdivision information

*Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?*

No

---

**ITEM 19 – Site verification certificates**

***Has Council been made aware of a current site verification certificate that has been issued in respect of the land?***

No

---

**ITEM 20 – Loose – fill asbestos insulation**

***Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?***

No

---

**ITEM 21 – Affected building notices and building product rectification orders**

**1. Is any affected building notice in force in respect of the land?**

No

**2. Is any building product rectification order in force in respect of the land that has not been fully complied with?**

No

**3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?**

No

---

**NOTE 1 – Matters arising under the Contaminated Land Management Act 1997**

***Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters to be specified in planning certificates:-***

**(a) *At the date of this certificate, is the land (or part of the land) to which this certificate relates significantly contaminated land?***

No

**(b) *At the date of this certificate, is the land to which this certificate relates subject to a management order?***

No

**(c) *At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?***

No

(d) ***At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?***

No

(e) ***At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?***

No

---

## **GENERAL INFORMATION**

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

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

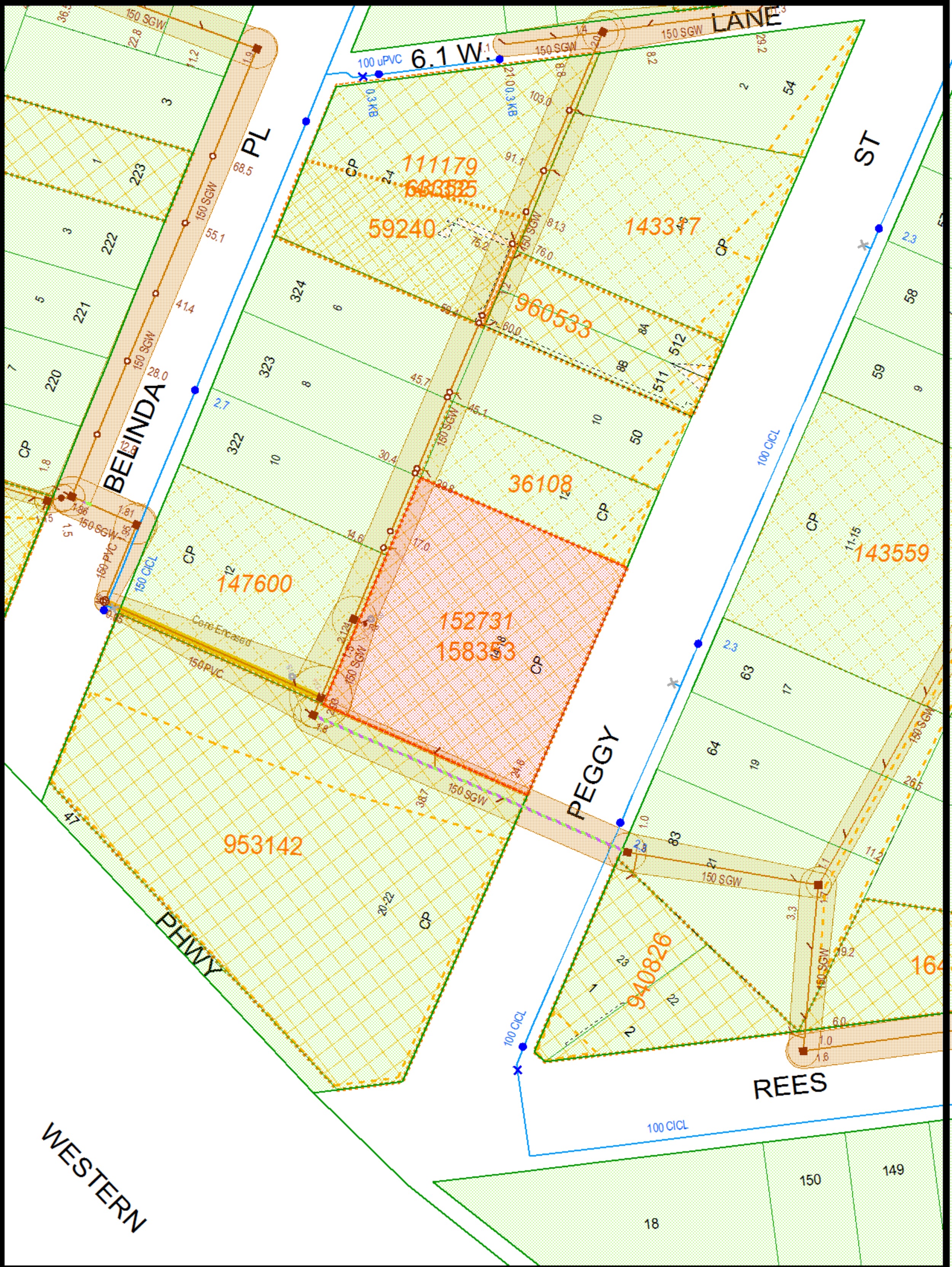
When advice in accordance with section 10.7(5) is requested the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not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

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

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

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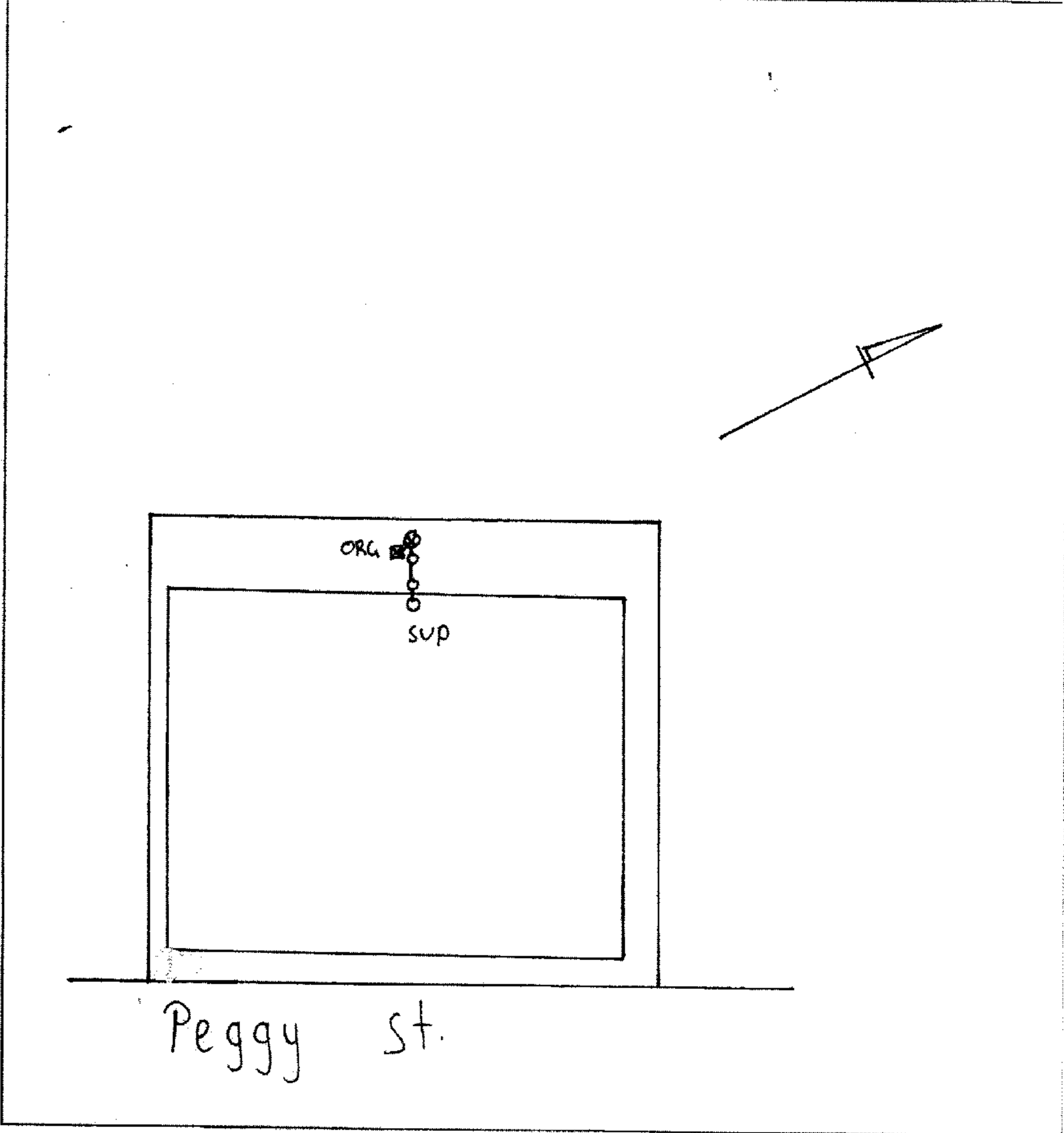
Hamish McNulty  
**GENERAL MANAGER**



KNOWN AS SP93214 **SEWER SERVICE DIAGRAM**  
 Lot No 4648 DP No 13239 House No 14-18 Street Peggy St.  
 SUBURB OF Mayhill LGA JJHorewood  
 Licence No 187832C SCALE 1:500 SSD 575328  
 Signature \_\_\_\_\_ Now/CoC No PA201705505 Date 22/11/17

	Boundary Trap	AAV	Air Admittance Valve	BS	Sink (bar)		Chamber
	Inspection Shaft	H	Basin	(L)	Trough Laundry		Pit
	Inspection Opening	Bth.	Bath Waste	WC	Water Closet		Grease Interceptor
	Gully	Bid	Bidet	Vert	Vertical Pipe		Pump Unit
	FW	CO	Clean Out	WS	Waste Stack		Onsite Treatment System
	Vertical Junction	FW	Floor waste Gully	SVP	Sewer Vent Pipe		Reflux Valve
	Sloped Junction	Shr	Shower	V	Vent Pipe		Sealed Capped Point
	On back Junction	S	Sink (kitchen)	IPMF	Induct Pipe Mica Flap		Provisional (future) drain point

NOTE Further acceptable abbreviations may be used as identified in AS/NZS 3500.2.2003 Sanitary Plumbing and Drainage Table 6.1 and OFT Sewer Service Diagram Requirements. © State of New South Wales through NSW Fair Trading May 2012



# FINAL OCCUPATION CERTIFICATE

Environmental Planning & Assessment Regulation 2000 – Part 8, Division 2

PRELIMINARIES	
CERTIFICATE NO. :	136-0216
PROPERTY :	14-18 Peggy St Mays Hill NSW
DESCRIPTION OF WORKS :	Demolition of existing structures, consolidation of 3 lots into 1 lot, construction of a part4, part 5 storey residential flat building in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009 comprising 37 units over 2 levels of basement parking accommodating 50 carparking spaces and strata subdivision into 37 lots.
APPLICANT :	CN Developments
APPROVAL DATE :	16/05/18

DEVELOPMENT CONSENT	
REFERENCE NO. :	DA/2015/162/1
DATE OF ISSUE :	13/01/2016
ISSUING AUTHORITY :	Holroyd City Council

CONSTRUCTION CERTIFICATE	
REFERENCE NO. :	136-0216
DATE OF ISSUE :	9/12/2016; 20/02/2017; 10/04/2018
ISSUING AUTHORITY :	Joseph Hallal

AREA OF OCCUPANCY	
DATE OF INSPECTION :	25/01/2018
AREA OF OCCUPANCY :	14-18 Peggy St Mays Hill NSW

CERTIFYING AUTHORITY	
CERTIFIER :	Joseph Hallal – Accreditation No BPB 0159
ACCREDITED BY :	Building Professionals Board
STATEMENT :	<ul style="list-style-type: none"><li>▪ A current Development Consent is in force;</li><li>▪ A current Construction Certificate has been issued with respect to the building plans &amp; specifications;</li><li>▪ The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia class 2, 7a;</li><li>▪ The health &amp; safety of the occupants has been considered;</li></ul>
CONTACT DETAILS	Address: Level 1, Unit 27, 35 Old Northern Road, Baulkham Hills NSW 2153 Contact: Ph: (02) 9639 8808 Fax: (02) 9639 8807
SIGNED :	