

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Mint Property Agents</b> 1 Burwood Road, Belfield, NSW 2191	<b>Phone: 9642 5444</b> <b>Fax: 9642 5533</b> <b>Ref: Paul Errichiello</b>
co-agent		
vendor	<b>Siraji Mohamed Siraji</b>	
vendor's solicitor	<b>Kydon Segal Lawyers</b> Westfield Office Tower Suite 601, Level 6, 152 Bunnerong Road, Eastgardens NSW 2036 <b>DX 22705 KINGSFORD</b>	<b>Phone: 9344 2000</b> <b>Fax: 9314 1862</b> <b>Ref: GV:FH:190724</b>
date for completion	<b>6 weeks after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>50/12 West Street, Croydon, New South Wales 2132 (also known as 50/586 Parramatta Road, Croydon)</b> <b>Registered Plan: Lot 50 Plan SP 64177</b> <b>Folio Identifier 50/SP64177</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 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: air conditioner		
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): \_\_\_\_\_

**Electronic transaction** (clause 30)  no  YES

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

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

**Land tax** is adjustable  NO  yes

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

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

## 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 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 checked="" type="checkbox"/> 22 <i>clearance certificate</i> <input checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input 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 type="checkbox"/> 59
<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**

Strathfield Strata Management  
 40-42 Coronation Parade, Enfield, NSW 2136 Phone: 9715 3999  
 enquiries@strathfieldstrata.com.au

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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 outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* 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 *servicing* 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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.

## **SPECIAL CONDITIONS - STRATA**

### **33. AMENDMENTS TO PRINTED CONDITIONS**

The printed conditions (clauses 1 to 32 inclusive) of this contract are amended as follows:

- (a) clauses 3.10.2, 7.1.1, 7.2.1, 7.2.2 and 7.2.5 are deleted;
- (b) In clause 7.1.3, the figure "14" is deleted and replaced by the figure "7";
- (c) clause 8.2.2 is deleted;
- (d) clause 14.4.2 is deleted;
- (e) clause 18.6, add at the end of clause "and make good any damage caused to the property by the Purchaser"
- (f) in clause 23.9.1, delete "1%" and substitute with "5%";
- (g) in clause 23.13, the words "at least 7 days" are deleted;
- (h) clause 23.14, the first sentence "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." is deleted;
- (i) clause 23.17 is deleted;
- (j) in clause 24.1.1 "paid" is replaced with "unpaid" & clause 24.1.2 is deleted;
- (k) delete clause 24.3.3;
- (l) clause 25 is deleted and
- (m) clause 28 is deleted

### **34. DOCUMENTS ATTACHED TO CONTRACT (paragraph (b) replaces clause 20.1)**

- (a) For the purposes of clause 10, the substance of all material contained in any document (or copy of any document) attached to this contract is disclosed in this contract whether or not included in the list of documents on page 2.
- (b) If before this contract is signed by or on behalf of the Purchaser a document or copy of a document, at the request of the Vendor or the Vendor's solicitor, was attached to this contract by or on behalf of the Purchaser or the Purchaser's solicitor, the person attaching that document or copy did so as the agent of the Vendor.

### **35. BREACH OF STATUTORY WARRANTY BY VENDOR**

- (a) If the Purchaser discovers that the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation 2017 the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of the breach.
- (b) If the Vendor breaches any warranty implied by the Conveyancing (Sale of Land) Regulation 2017, the Vendor may, before completion, serve a notice:
  - (i) specifying the breach;

- (ii) requesting the Purchaser to serve a notice irrevocably waiving the breach (Waiver); and
  - (iii) indicating that the Vendor intends to rescind this contract if the Waiver is not served within 14 days of service of the notice.
- (c) The Vendor may rescind if.
  - (i) the Vendor serves a notice under paragraph (b); and
  - (ii) the Purchaser does not serve the Waiver within the time required under the notice.
- (d) If the Purchaser serves a Waiver before the Vendor rescinds under special condition 35(b) and 35(c) the Vendor is no longer entitled to rescind under paragraph special condition 35(b) and 35(c).
- (e) The Purchaser has no claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation 2017 other than the right of rescission conferred by that Regulation.

### **36. ALTERATIONS TO CONTRACT**

Each party hereof authorises his, her or their solicitor or any employee of that solicitor up until the date of this contract to make alterations to this contract including the addition of annexures after execution up until the date of this contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this contract as if same was annexed prior to the contract being executed.

### **37. INCAPACITY (INCLUDING DEATH, MENTAL INCAPACITY, BANKRUPTCY)**

Without in any manner negating, limiting, or restricting any rights or remedies which would have been available to either party at law or in equity if this Special Condition has not been included herein should either party (or any one of the persons included in the expression “either party”) prior to completion die or become mentally ill or become incapable of managing its affairs or become bankrupt, or being a company, shall have a liquidator and/or receiver and/or manager appointed, the other party may rescind this contract by notice in writing whereupon the provisions of Clause 19 hereof shall apply.

## **38. GUARANTEE**

38.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.

38.2 The word *guarantor* means:

38.3 In consideration of the vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the vendor:

- (i) payment of all money payable by the purchaser under this Contract; and
- (ii) the performance of all of the purchaser's other obligations under this Contract.

38.4 The guarantor:

- (i) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this Contract; and
- (i) must pay on demand any money due to the vendor under this indemnity.

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

- (i) the performance by the purchaser of its obligations under this Contract; and
- (ii) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the vendor.

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

38.7 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this clause.

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

- (i) the granting of any time, waiver, covenant not to sue or other indulgence;
- (ii) the release or discharge of any person;
- (iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
- (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
- (v) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

(vi) the winding up of the purchaser.

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

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

**EXECUTED** as a Deed.

**SIGNED SEALED & DELIVERED** by )  
in the presence of:- )

.....  
Signature

.....  
Signature of Witness

.....  
Print Name of Witness

**SIGNED SEALED & DELIVERED** by )  
in the presence of:- )

.....  
Signature

.....  
Signature of Witness

.....  
Print Name of Witness

### **39. NOTICE TO COMPLETE**

If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

### **40. INTEREST**

If the purchaser shall not complete this purchase by the completion date, without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance purchase money:

- (a) an amount calculated as six per cent (6%) per annum interest on the balance purchase money computed at a daily rate from and including completion date up to and including the actual date of completion. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.
- (b) the sum of \$250.00 plus GST if the vendor issues a notice to complete, for additional legal costs and other expenses incurred as a consequence of being required to issue a notice to complete.

### **41. ADJUSTMENTS AND LIABILITIES**

- (a) The vendor will not be obliged to remove any charge on the property from any rate, tax (including land tax) or outgoing, until the completion date.
- (b) The vendor will not be deemed to be unable to complete this contract by reason of the existence of any charge on the property for any rate, tax (including land tax) or outgoing.
- (c) The vendor will be entitled to serve a notice to complete or any other notice on the purchaser notwithstanding the existence of any charge on the property for any rate, tax (including land tax) or outgoing.

### **42. STAMP DUTY**

The purchaser must pay all stamp duties (including penalties and fines but excluding any vendor duty) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Revenue NSW in relation to those duties. This right continues after completion.



#### 43. PROPERTY SOLD IN PRESENT CONDITION

- (a) The property together with all appurtenances and all those items specified as inclusions, furnishings and chattels is purchased in its present condition and state of repair and subject to all faults and defects both latent and patent and;
- i. the purchaser acknowledges and agrees that it buys the property together with all appurtenances and all those items specified as inclusions, furnishings and chattels, relying on its own inspection, knowledge and enquiries;
  - ii. the purchaser acknowledges and agrees that it does not rely wholly or partly on any statement or representation made to it by or on behalf of the vendor as to the property, the neighbourhood in which the property is situated, the condition or state of repair of any improvements on the property or any part of the property, or the financial return or income derived or to be derived from the property, whether expressed or implied other than any express statements, representations or warranties in this contract; and
  - iii. the purchaser is not entitled to make any requisition, objection or claim for compensation, delay completion, rescind or terminate this contract on account of any matter referred to in this clause.
- (b) The purchaser acknowledges and agrees that:
- i. the vendor does not have a Building Information Certificate for the Property;
  - ii. the vendor does not authorise the Purchaser to have the property inspected for the purpose of obtaining a Building Information Certificate;
  - iii. the purchaser agrees not to apply for a Building Information Certificate prior to completion;
  - iv. the purchaser is not entitled to require the vendor to apply for or do anything to obtain a Building Information Certificate; nor comply with the local council's requirements for the issue of a Building Information Certificate. Completion of this contract is not conditional on the vendor or the purchaser obtaining a Building Information Certificate; and
  - v. the purchaser is not entitled to make any requisition, objection or claim for compensation, delay completion, rescind or terminate this contract on account of any matter referred to in this clause.

For the purposes of this contract, **Building Information Certificate** means a certificate issued in accordance with sections 6.25 – 6.26 of the *Environmental Planning and Assessment Act 1979 (NSW)*.

- (c) Subject to any right of rescission that may be available to the purchaser the purchaser acknowledges and agrees that it shall not make nor be entitled to make any requisition, claim for compensation, delay completion, rescind or terminate if it should be found that:
- (i) there is any breach or contravention of the Local Government Act 1993 (as amended) or the regulations made thereunder by or in respect of any improvements erected upon the property;
  - (ii) there is any encroachment by or upon the property;
  - (iii) any sewers, drains, pipes, cables, wires, water courses or other installations or things are on or pass through or over the property or are used in common with any adjoining property or pass through any other property or that there are any easements or rights in respect of such installations affecting the property;
  - (iv) any rainwater drainpipe is connected to the sewer; or
  - (v) any boundary of the property is not fenced, or any boundary fence or wall is not on or within its boundary.

#### **44. ENTIRE AGREEMENT**

This agreement constitutes the entire contract between the parties hereto and the parties hereby acknowledge that there are no agreements, provisions, terms, warranties or conditions applicable to the transaction to which this agreement relates save for those referred to herein. This agreement may only be varied or modified (by way of collateral contract or otherwise) in writing under the hands of the parties hereto or their solicitors.

#### **45. MISCELLANEOUS PROVISIONS.**

##### **Further assurance**

Each party must do all things and execute all further documents necessary to give full effect to this contract.

##### **Inconsistency between Standard Form and special conditions**

If there is any inconsistency between the Standard Form and these special conditions, these special conditions prevail.

##### **Compensation**

Any claim for compensation shall be deemed to be an objection.

##### **Severance**

Any provision of this contract which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions of this contract will not be affected.

##### **Accuracy**

The Vendor does not warrant the accuracy of any of the documents annexed to this contract.

**46. RELEASE OF DEPOSIT**

The Purchaser hereby agrees to release to the Vendor the deposit money paid herein for the payment of a deposit or payment of stamp duty on the purchase of another property if required. PROVIDED HOWEVER that such deposit moneys shall be payable only to:

- i. a solicitor's trust account;
- ii. a real estate agent's trust account;
- iii. the Revenue NSW;

The Vendor's solicitor agrees to supply the Purchaser's solicitor with particulars of any release of deposit pursuant to this clause.

**47. WARRANTY RE AGENT**

The Purchaser warrants that no real estate agent other than the agent, if any, shown as the vendor's agent hereon has on behalf of the vendor shown the property to the purchaser or introduced the vendor to the purchaser or in any other manner been the real and effective cause of the vendor entering into this agreement. In the event of any claim being brought against the vendor by any person claiming commission or damages against the vendor as a result of any matter which would amount to a breach of the warranties herein contained the purchaser shall indemnify the vendor against such claim including all legal costs both on a party and party and solicitor and client basis incurred by the vendor in resisting such claim and the indemnities and warranties herein contained shall not merge on completion.

**48. SWIMMING POOL**

- 48.1 If the property includes a swimming pool, annexed hereto is a Certificate of Compliance or a Certificate of Non-Compliance pursuant to the *Swimming Pools Regulation 2018*.
- 48.2 The Purchaser will make no objection, requisition or claim for compensation for any matter or thing disclosed or referred to therein, and if a Certificate of Non-Compliance is annexed to this contract, the Purchaser undertakes (at their own expense) to rectify any non-compliance as set out in the said Certificate within 90 days of completion and to apply for a certificate of compliance following completion of the said work. This clause shall not merge on completion.

**49. DEPOSIT LESS THAN 10%**

- 49.1 For the purpose of Clause 9.1 of the Contract generally, "the Deposit" is the sum equivalent to 10% of the purchase price.
- 49.2 If the Vendor agrees to accept a payment of less than 10% of the purchase price on exchange of contracts, the deposit is payable by the Purchaser as follows:
  - (a) the amount equivalent to 5% of the purchase price, on the date of this Contract; and
  - (b) the balance of the deposit on or earlier of:
    - i. completion of this Contract; and

- ii. the date on which the Purchaser commits a default under this Contract which would entitle the Vendor to exercise the rights conferred under Clause 9 (including forfeiture of the deposit), and in this respect, time is of the essence.
- 49.3 Further and in addition to the rights conferred on the Vendor under Clause 2.5, upon any default by the Purchaser which entitles the Vendor to exercise the rights conferred by Clause 9 (including forfeiture of the deposit) the Vendor will be entitled to sue the Purchaser for the balance of the unpaid deposit, and recover the difference as a liquidated debt.
- 49.4 The rights given to the Vendor by the provision of this clause will be in addition to all other rights conferred on the Vendor by Clause 9 of this Contract.
- 49.5 The parties further agree that notwithstanding Clause 2.9 all interest, if any, earned on investment of that part of the deposit which has been paid by the Purchaser is to be retained by the Vendor in the event that this clause applied.

## **50. GST**

- i. In this clause:
  - “GST” refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 (“GST Act”) and the terms used to have the meanings as defined in the GST Act.
- ii. The purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.
- iii. In the event of the vendor being liable for GST, because of the purchaser’s failure to comply with clause 49(ii):
  - (a) the purchaser agrees to pay to the vendor, within fourteen days after the vendor’s liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;
  - (b) 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 and the regulations.

**51. POSSESSION PRIOR TO COMPLETION**

If the vendor permits the purchaser to take possession of the property prior to completion, upon entering into occupation of the property, the purchaser cannot make a claim or requisition or rescind or terminate or delay completion in respect of the title of the property and despite clause 20.13, is deemed to have unconditionally accepted;

- (a) the property;
- (b) title to the property;
- (c) title to any goods specified in the contract.

**52. REQUISITIONS ON TITLE**

Subject to any prescribed items implied by law, the purchaser accepts the vendor's title to the property and waives all requisitions.

**53. END OF YEAR SETTLEMENTS**

Nothing in this contract shall have the effect of requiring the Vendor to complete this contract between the 22<sup>nd</sup> day of December in the year in which the contract is made and the 10<sup>th</sup> day of January in the following year.

**54. CORRECTION OF ERROR IN ADJUSTMENTS AT COMPLETION**

If after completion an adjustment as required under this Contract was adjusted incorrectly or by error, the parties agree to correct such adjustment or error and cause a full payment to be made for rectifying such incorrect adjustment or error within seven (7) days (and time is of essence in this respect) of receipt of written notification from the party entitled to reimbursements due to incorrect adjustment or error. This clause shall not merge on completion.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 50/SP64177

SEARCH DATE	TIME	EDITION NO	DATE
21/7/2021	2:35 PM	6	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 50 IN STRATA PLAN 64177  
AT HABERFIELD  
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

SIRAJI MOHAMED SIRAJI (T AH97162)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP64177
- 2 AH97163 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

190724

PRINTED ON 21/7/2021

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



**LAND  
REGISTRY  
SERVICES** **Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP64177

SEARCH DATE	TIME	EDITION NO	DATE
21/7/2021	2:36 PM	9	29/8/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 64177  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT HABERFIELD  
LOCAL GOVERNMENT AREA INNER WEST  
PARISH OF CONCORD COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP64177

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 64177  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- STRATHFIELD STRATA MANAGEMENT  
PO BOX 462  
STRATHFIELD 2135

SECOND SCHEDULE (17 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP866658 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES  
(VARIABLE WIDTH) AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM
- 3 DP866658 EASEMENT TO DRAIN WATER (VARIABLE WIDTH) AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP866658 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES  
(VARIABLE WIDTH) APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 5 DP866658 RESTRICTION(S) ON THE USE OF LAND
- 6 X939217 EASEMENT FOR STORMWATER PURPOSES 2 WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP866658 EASEMENT FOR STORMWATER PURPOSES 2 WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP866658 EASEMENT FOR SIGNAGE 3M X 5M AFFECTING THE PART(S)  
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP866658 EASEMENT FOR SIGNAGE 2M X 2M AFFECTING THE PART(S)  
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP866658 EASEMENT FOR SIGNAGE 2.1M X 1.2M AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP866658 EASEMENT FOR SUPPORT OF BASEMENT CARPARK (VARIABLE  
WIDTH) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE  
TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

190724

PRINTED ON 21/7/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP64177

PAGE 2

SECOND SCHEDULE (17 NOTIFICATIONS) (CONTINUED)

- 12 DP866658 EASEMENT FOR SIGNAGE 3M X 9M APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP866658 RIGHT OF FOOTWAY (VARIABLE WIDTH) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1015254 EASEMENT FOR ELECTRICITY PURPOSES 2 METRE(S), 6.205 WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1015254
- 15 DP1015254 RIGHT OF CARRIAGEWAY 4 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1015254
- 16 AQ45515 INITIAL PERIOD EXPIRED
- 17 AQ345583 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1214)

STRATA PLAN 64177

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 25	2	- 29	3	- SP69943	4	- 20
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29	- 15	30	- 15	31	- 20	32	- 20
33	- 16	34	- 15	35	- 16	36	- 20
37	- 16	38	- 16	39	- 16	40	- 16
41	- 20	42	- 20	43	- 16	44	- 15
45	- 20	46	- 20	47	- 16	48	- 16
49	- 16	50	- 20	51	- 20	52	- 16
53	- 16	54	- 16	55	- 20	56	- 15
57	- 16	58	- 15	59	- 16	60	- 20
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65	- 16	66	- 16	67	- 16	68	- 20
69	- 13						

STRATA PLAN 69943

LOT	ENT
70	- 12

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

190724

PRINTED ON 21/7/2021

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STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

\* OFFICE USE ONLY

Strata Certificate

1. DOUGLAS EDGLOW & ASSOCIATES  
 608 COLIVE ST ALEXANDRIA NSW 2640 (02) 8041 5486  
 a company registered under the Companies Act 1999, having its office at  
 608 Colive St Alexandria NSW 2640  
 (2) Name of the strata corporation (Strata Corporation) and its  
 address  
 (3) Lot/s to be strata corporated  
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 (100) Name of the strata corporation

2. THIS IS SHEET 1 OF MY PLAN IN 3 SHEETS

3. THIS IS SHEET 1 OF MY PLAN IN 3 SHEETS

PLAN OF SUBDIVISION OF LOT 3 DP866658

LGA ASHFIELD Locality: CROYDON

Parish: CONCORD County: CUMBERLAND

SP64177

Registered: 6-11-2000

Purpose: STRATA PLAN

Ref. Map: 40845-144#

Last Plan: SP 200665B

Name of, and address for service of notices on, the strata corporation. [ Address required on original strata plan only. ]

THE OWNERS - STRATA PLAN No. 64177  
 c/- PINNARK PTY LTD,  
 887 PACIFIC HIGHWAY, PYMBLE 2073.

Signatures, seals and statements of members in credit agreements, restrictions on the use of land or positive covenants FOR LOCATION PLAN SEE SHEET 2

THE COMMON SEAL OF PINNARK PTY LIMITED was herewith affixed by authority of its Board of Directors in the presence of:



Handwritten signatures of two individuals, one appearing to be 'Secretary' and the other 'Directr'.

SCHEDULE OF UNIT ENTITLEMENT

FOR SCHEDULE PLEASE SEE SHEET THREE

STRATA PLAN REFERENCE: 2064/ST1/01/C CHARGES PE 0914177

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

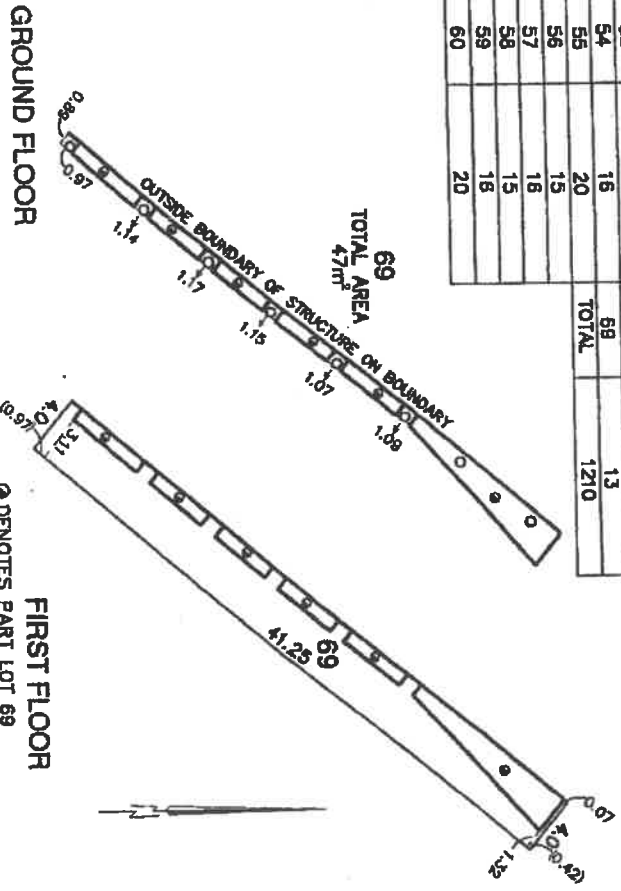


SP64177

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	
1	25	16	16	31	20	46	20	61	16	76	20	91	16	106	20	121	20	
2	29	17	20	32	16	47	16	62	20	77	16	92	20	107	16	122	20	
3	8	18	16	33	16	48	16	63	20	78	16	93	20	108	16	123	20	
4	20	19	16	34	15	49	16	64	20	79	16	94	20	109	16	124	20	
5	20	20	16	35	16	50	16	65	16	80	16	95	16	110	16	125	20	
6	16	21	15	36	16	51	20	66	16	81	16	96	16	111	16	126	20	
7	16	22	20	37	16	52	16	67	20	82	16	97	16	112	16	127	20	
8	16	23	20	38	18	53	16	68	16	83	16	98	16	113	16	128	20	
9	16	24	16	39	16	54	16	69	16	84	16	99	16	114	16	129	20	
10	20	25	15	40	16	55	20	70	16	85	16	100	16	115	16	130	20	
11	20	26	20	41	20	56	20	71	16	86	16	101	16	116	16	131	20	
12	20	27	20	42	20	57	20	72	16	87	16	102	16	117	16	132	20	
13	20	28	15	43	16	58	16	73	16	88	16	103	16	118	16	133	20	
14	16	29	15	44	15	59	16	74	16	89	16	104	16	119	16	134	20	
15	16	30	15	45	20	60	20	75	16	90	16	105	16	120	16	135	20	
TOTAL												1210						

- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.
- ALL BALCONIES HAVE CONCRETE FLOORS.
- THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO THE UNDERSIDE OF THE BALCONY IMMEDIATELY ABOVE AND THE HORIZONTAL PROJECTION THEREOF TO WHERE A BALCONY IS NOT COVERED IT IS LIMITED TO 2.4 METRES ABOVE THE UPPER SURFACE OF THE FLOOR.
- ANY COMMON SERVICE LINES ARE COMMON PROPERTY.
- C.S. - DENOTES CAR SPACE
- WHERE NOT COVERED, CAR SPACE IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE FLOOR.
- ALL OF THE FOURTH FLOOR IS COMMON PROPERTY.
- THE LOADING BAY IS COMMON PROPERTY.
- THE STRATUM OF THE FIRST FLOOR OF LOT 69 IS LIMITED IN HEIGHT TO 5 METRES BELOW THE HORIZONTAL PROJECTION OF THE UPPER SURFACE OF THE BALCONY OF LOT 51 ON THE THIRD FLOOR, AND 5.3 METRES ABOVE THE HORIZONTAL PROJECTION OF THE UPPER SURFACE OF THE BALCONY OF LOT 51 ON THE THIRD FLOOR.
- THE WHOLE OF THE STRUCTURE IN LOT 69 IS EXCLUDED FROM THE COMMON PROPERTY.

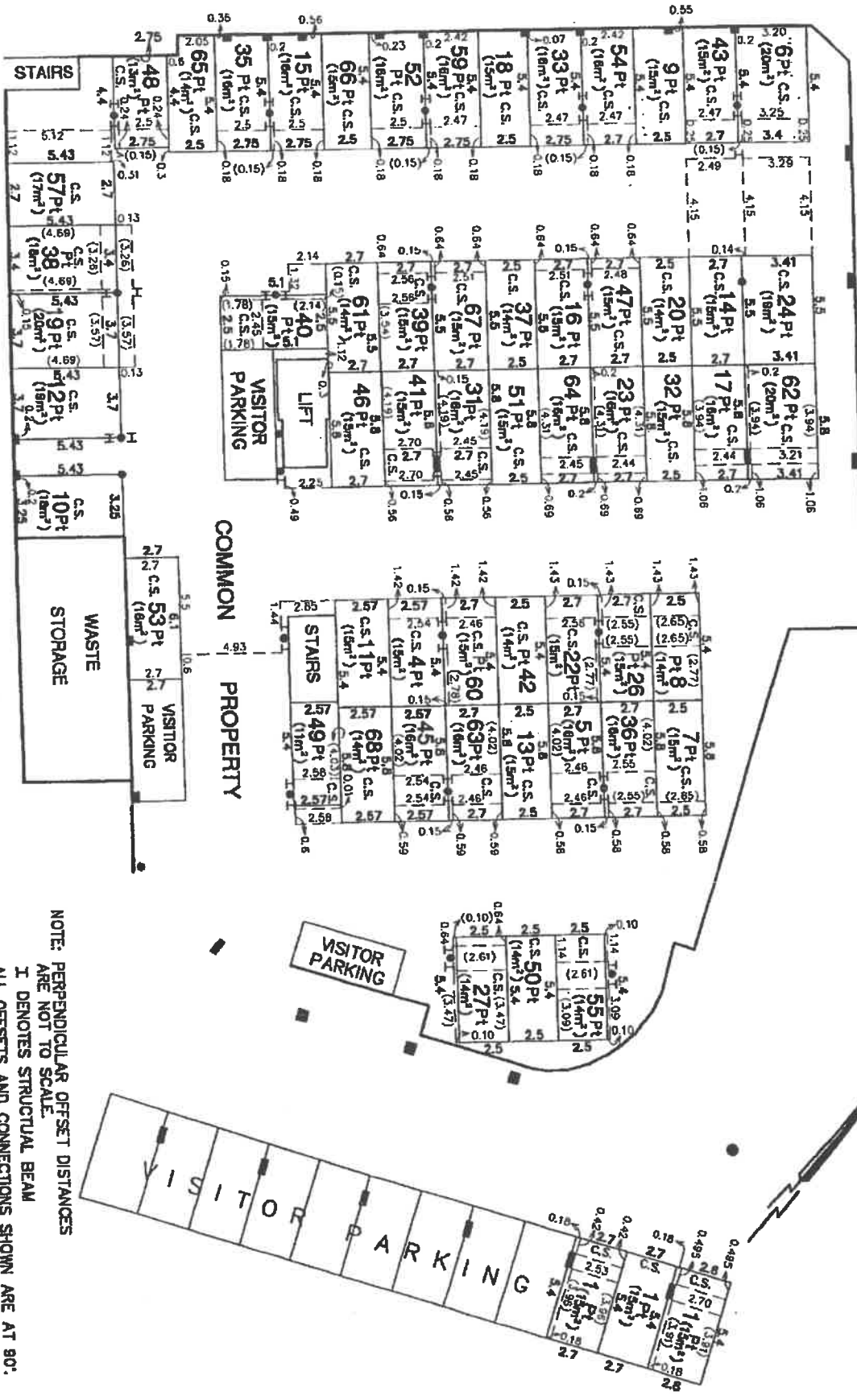


Registration Ratio D.N.S.  
 Registered under Surveyors Act 1928  
 The terms reference: 3004/511/01/7  
 Lamin the are in metres  
 Authorised Person

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 9 Sheets

SP64177



**BASEMENT CAR PARKING**  
 REFER SHEET THREE FOR NOTES

NOTE: PERPENDICULAR OFFSET DISTANCES ARE NOT TO SCALE.  
 I DENOTES STRUCTURAL BEAM  
 ALL OFFSETS AND CONNECTIONS SHOWN ARE AT 90°.  
 Lengths are in metres

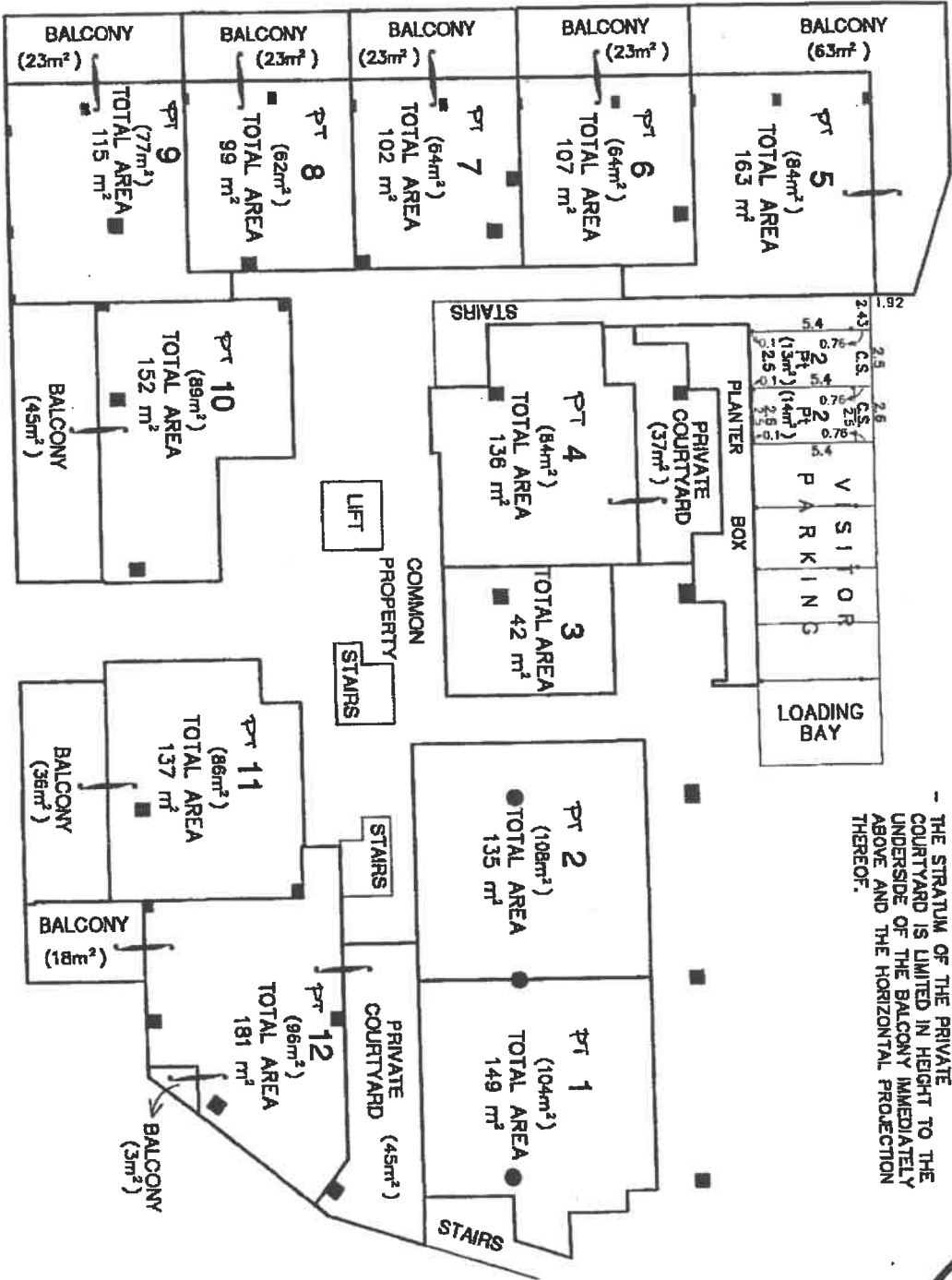
Reduction Ratio 1:200  
 Survey conducted under Surveyors Act 1929  
 SURVEYORS REFERENCE: 35596/11/01/C

Authorised Person

\*OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP64177



- PRIVATE COURTYARDS HAVE CONCRETE FLOORS.  
 - THE STRATUM OF THE PRIVATE COURTYARD IS LIMITED IN HEIGHT TO THE UNDERSIDE OF THE BALCONY IMMEDIATELY ABOVE AND THE HORIZONTAL PROJECTION THEREOF.

GROUND FLOOR  
 REFER SHEET THREE FOR NOTES.

Reduction Ratio 1:200

Lengths are in metres

Surveyed and drawn under Surveyors Act 1928  
 SURVEYORS REFERENCE: 2554/51/01/c

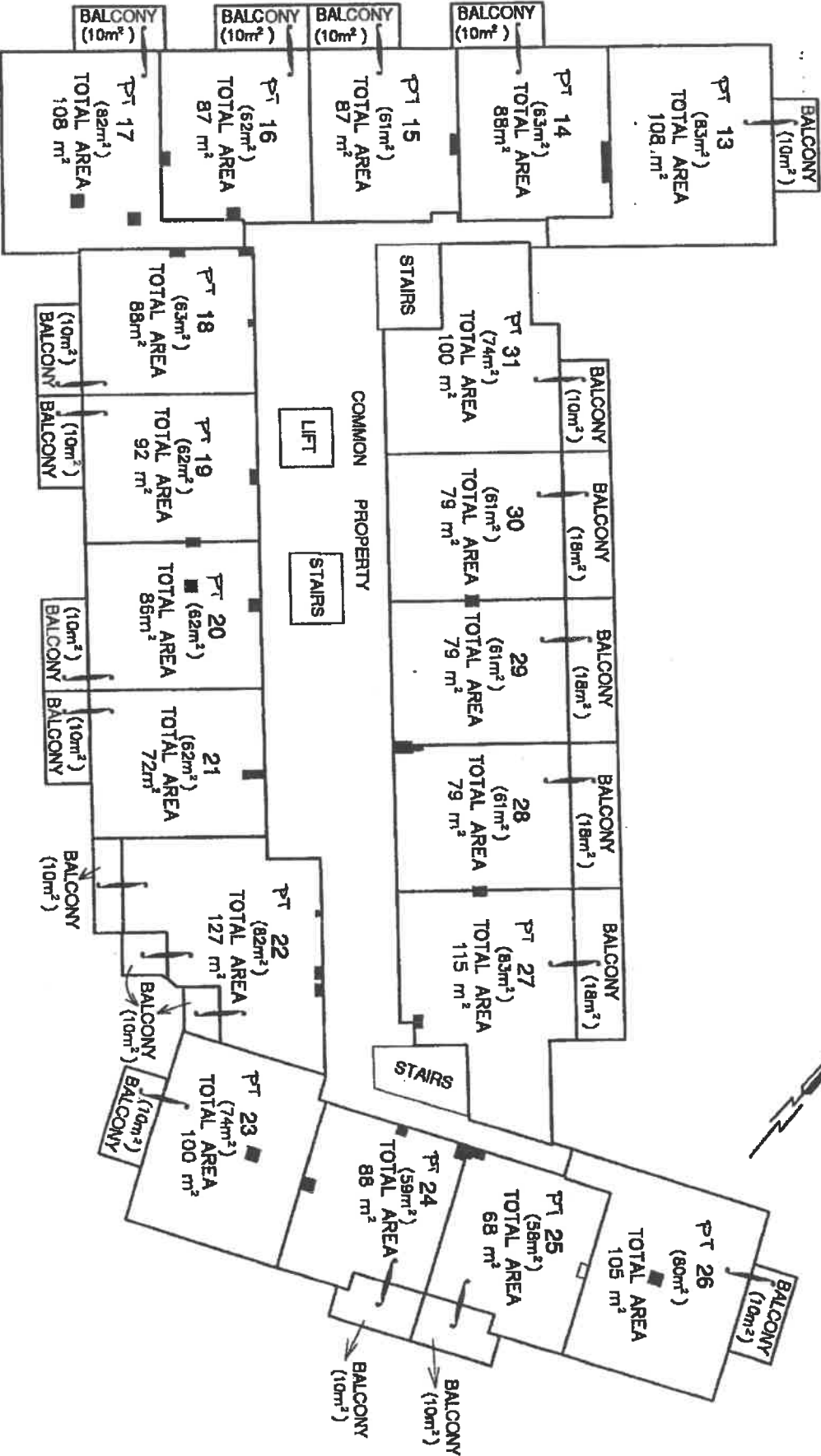
Director-General/Authorized Person

\*OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP64177

\*OFFICE USE ONLY



FIRST FLOOR  
 REFER SHEET THREE FOR NOTES.

Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 1928  
 SURVEYORS REFERENCE : 38940/STV/01/C

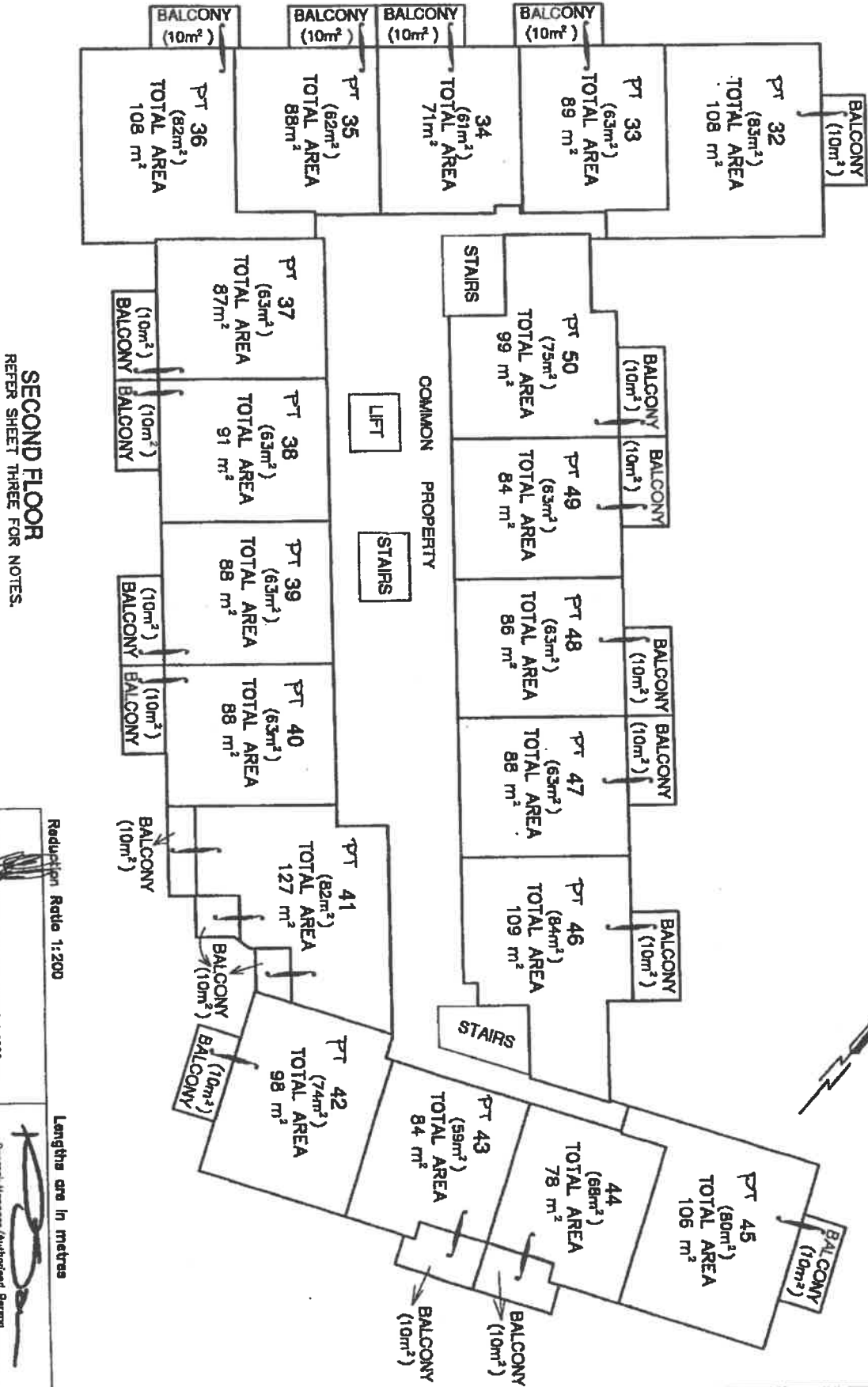
General Manager/Authorised Person

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 8 Sheets

SP64177

\*OFFICE USE ONLY



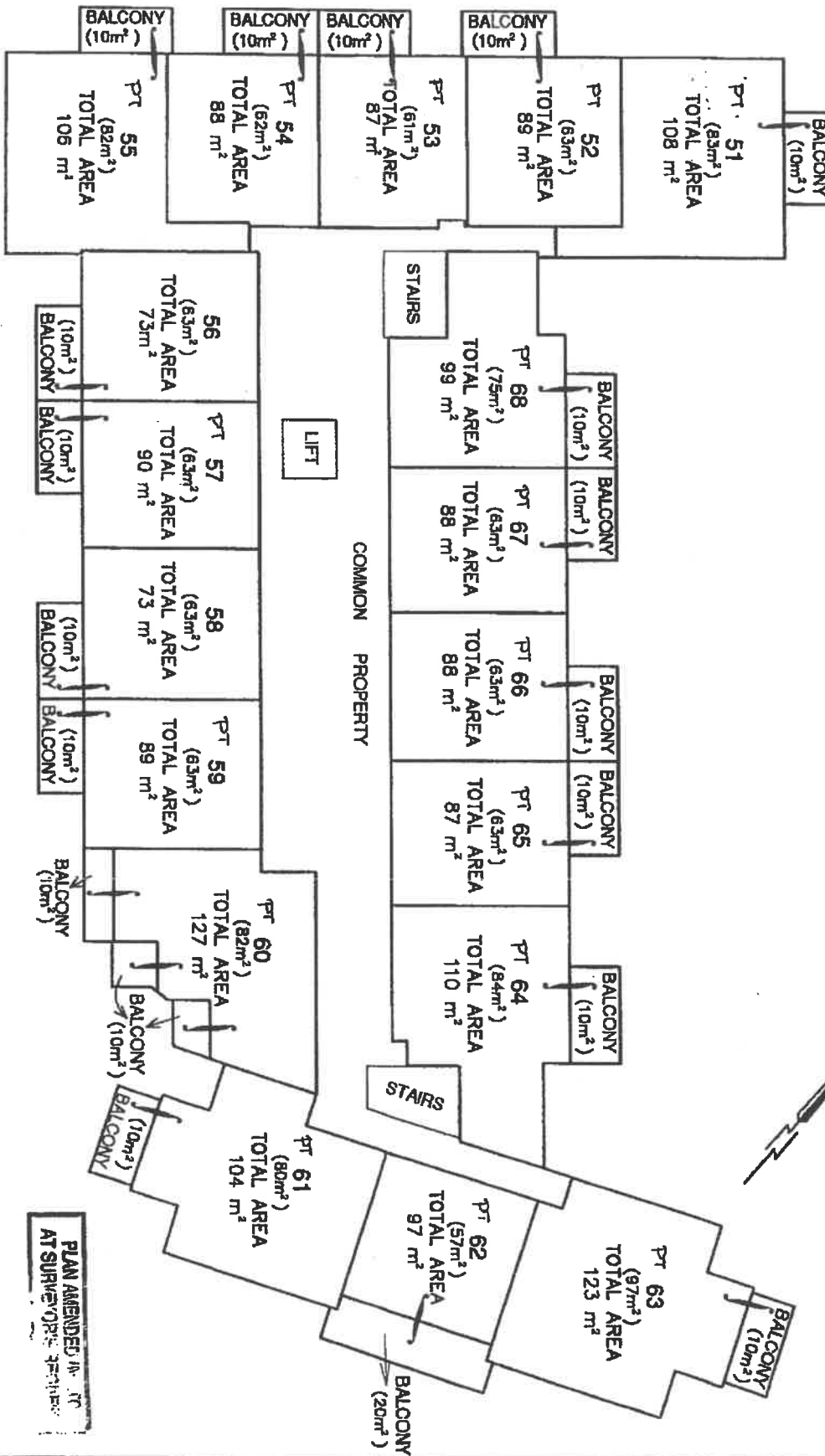
Reduction Ratio 1:200

Lengths are in metres

Drawn under Surveyors Act 1928  
 SURVEYORS REFERENCE : 3584/211/01/C

Authorised Person

SP64177



THIRD FLOOR  
 REFER SHEET THREE FOR NOTES.

Reduction Ratio 1:200

Lengths are in metres

PLAN AMENDED BY THE  
 AT SURVEYOR'S OFFICE

Surveyor's Act, 1929  
 SURVEYOR'S REFERENCE: JSS4/SIV/01/c

\*OFFICE USE ONLY.



# SP64177

Approved Form 27  
By-Laws

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

## 1-22 Mixed Use model by-laws

### Keeping of Animals: option A

23. The owners for the time being of Lots 4, 5, 13, 27, 28, 29, 30, 31, 32, 46, 47, 48, 49, 50, 51, 64, 65, 66, 67 and 68 shall be entitled to the exclusive use and enjoyment of that part of the common property forming the boundary wall to the subject lot to install an air conditioning cooling system and to carry out all such works as may be necessary subject to:

- (i) The air conditioning cooling unit must be located on the balcony of the subject lot;
- (ii) The air conditioning cooling unit must be maintained and serviced at the owners expense;
- (iii) The air conditioning cooling unit must not generate a noise so as to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

24. Whilst ever Subway Realty (Australia) Pty Limited is the lessee of Lot 2, ("the Occupier") the owner or Occupier for the time being of Lot 2 shall be entitled to the exclusive use and enjoyment of the common property comprising three car spaces of the visitor parking immediately adjacent to the car spaces for Lot 2 and the paved landscaped terrace area of approximately 65 square metres immediately adjacent to the northern boundary of Lot 2 subject to the owner or Occupier:

- (i) Maintaining at their expense the areas in a clean and tidy condition including maintenance and replacement of any plants;
- (ii) Not allowing any rubbish to accumulate and at least twice per day emptying any garbage receptacles;
- (iii) Indemnify and keep indemnified the Owners Corporation against any sum payable by the Owners Corporation by way of increased insurance premiums as a direct or indirect result of the use of the relevant areas of the common property.
- (iv) Permitting all persons the right to walk through the area to gain access to any part of the common property including Lot 1.

THE COMMON SEAL OF PINNACK PTY LIMITED was heretofore affixed by authority of its Board of Directors in the presence of:



SL 1 of 1 JKT

*[Handwritten signatures]*  
Director  
Secretary

Approved Form 27

SP64177

By-Laws



Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

1-22 Mixed Use model by-laws

**Keeping of Animals: option A**

23. The owners for the time being of Lots 4, 5, 13, 27, 28, 29, 30, 31, 32, 46, 47, 48, 49, 50, 51, 64, 65, 66, 67 and 68 shall be entitled to the exclusive use and enjoyment of that part of the common property forming the boundary wall to the subject lot to install an air conditioning cooling system and to carry out all such works as may be necessary subject to:
- (i) The air conditioning cooling unit must be located on the balcony of the subject lot;
  - (ii) The air conditioning cooling unit must be maintained and serviced at the owners expense;
  - (iii) The air conditioning cooling unit must not generate a noise so as to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
24. Whilst ever Subway Realty (Australia) Pty Limited is the lessee of Lot 2, ("the Occupier") the owner or Occupier for the time being of Lot 2 shall be entitled to the exclusive use and enjoyment of the common property comprising three car spaces of the visitor parking immediately adjacent to the car spaces for Lot 2 and the paved landscaped terrace area of approximately 65 square metres immediately adjacent to the northern boundary of Lot 2 subject to the owner or Occupier:
- (i) Maintaining at their expense the areas in a clean and tidy condition including maintenance and replacement of any plants;
  - (ii) Not allowing any rubbish to accumulate and at least twice per day emptying any garbage receptacles;
  - (iii) Indemnify and keep indemnified the Owners Corporation against any sum payable by the Owners Corporation by way of increased insurance premiums as a direct or indirect result of the use of the relevant areas of the common property.
  - (iv) Permitting all persons the right to walk through the area to gain access to any part of the common property including Lot 1.

THE COMMON SEAL of PINMARK  
PTY LIMITED was herunto affixed  
by authority of its Board of Directors  
in the presence of:

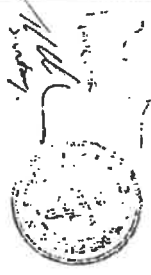


*[Signature]*  
Director

*[Signature]*  
Secretary

54 1 of 1 sheet

THE COMMON SEAL OF PARANAK  
 P.T. LIMITED was hereunto affixed  
 in presence of the several of the Directors  
 on the 25th day of Nov 1996



APPROVED FOR THE DEPARTMENT OF LAND AND WATER  
 BY THE CHIEF ENGINEER  
 ON THE 25th DAY OF NOV 1996

CONCERNED PARTIES APPROVED  
 APPROVED FOR THE DEPARTMENT OF LAND AND WATER  
 BY THE CHIEF ENGINEER  
 ON THE 25th DAY OF NOV 1996

CONCERNED PARTIES APPROVED  
 APPROVED FOR THE DEPARTMENT OF LAND AND WATER  
 BY THE CHIEF ENGINEER  
 ON THE 25th DAY OF NOV 1996

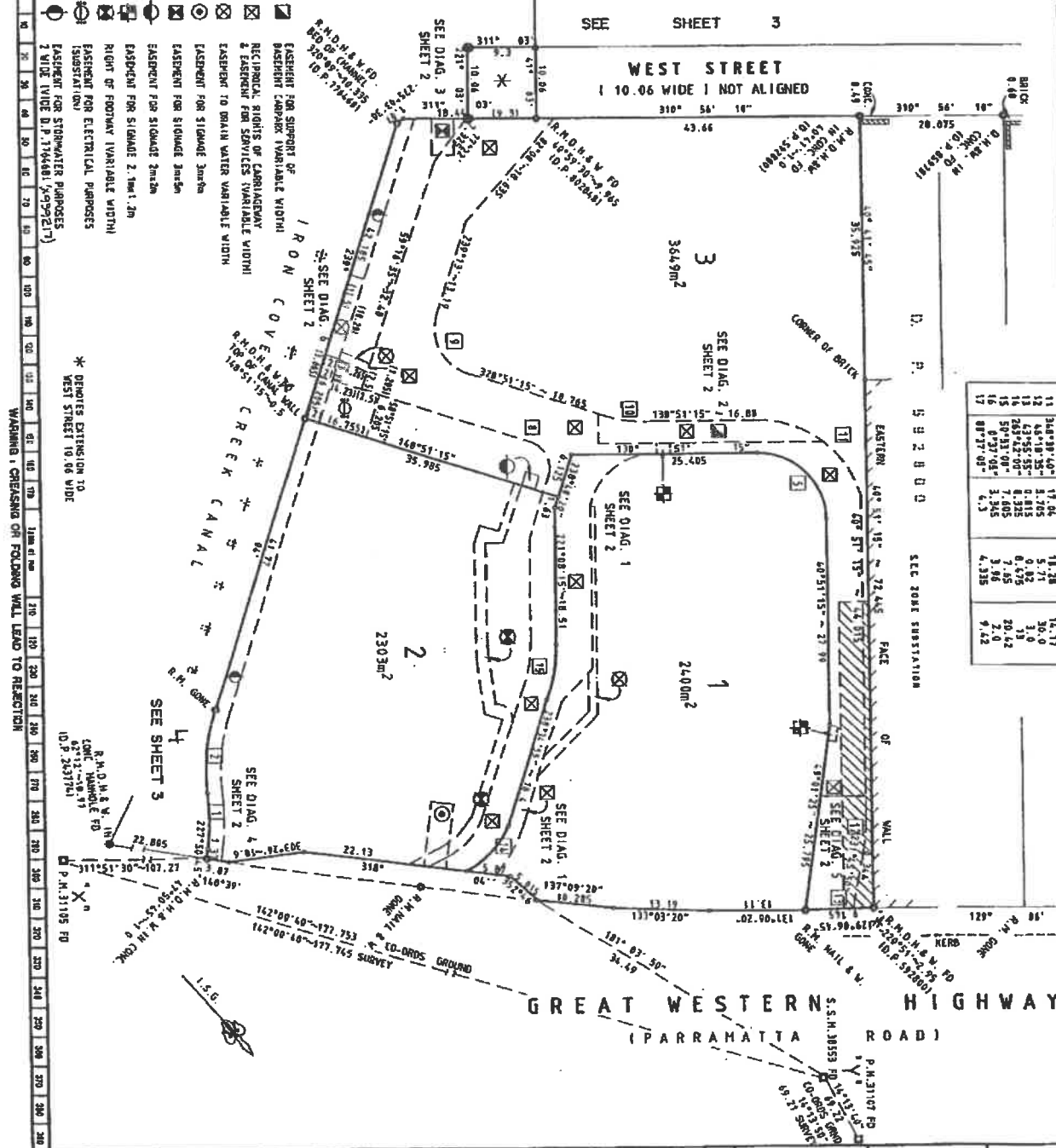
SUBJECT: PROPOSED REGRADING 1400 CLAUSE 31(1)  
 1:5 G. CO-GRADE HATCH

MARK	EASTING	NORTHING	ZONE INCL
P.M. 31105	311 761.116	1 250 244 340	56/1 3
P.M. 31107	311 681.140	1 250 300 441	56/1 2
P.M. 31108	311 591.110	1 250 300 441	56/1 2

COMBINED SCALE AND SEA LEVEL FACTOR 0.99884  
 SOURCE: 1:5 G. CO-GRADES ADAPTED FROM  
 N.S.W. LANDS DEPT. ON 8th OCTOBER 1996

SCHEDULE OF CHORDS

NO	BEARING	LENGTH	AREA	PERCENT
1	112.45	1.73	33.4	27.4
2	112.45	1.73	19.52	16.1
3	112.45	1.73	12.23	10.1
4	112.45	1.73	8.1	6.7
5	112.45	1.73	5.05	4.2
6	112.45	1.73	3.205	2.6
7	112.45	1.73	2.005	1.7
8	112.45	1.73	1.27	1.1
9	112.45	1.73	0.81	0.7
10	112.45	1.73	0.505	0.4
11	112.45	1.73	0.32	0.3
12	112.45	1.73	0.205	0.2
13	112.45	1.73	0.135	0.1
14	112.45	1.73	0.085	0.07
15	112.45	1.73	0.055	0.05
16	112.45	1.73	0.035	0.03
17	112.45	1.73	0.025	0.02



DP 86658

9.4.1997

CA. N° 126/96 of 7.2.1997

Subdivision

UNM-144

D.P. 86658, CP 799574

ASNFIELD  
 HABERFIELD  
 CONCORD  
 CUMBERLAND

ASNFIELD

HABERFIELD

CONCORD

CUMBERLAND

This is sheet 4 of my plan in 3 sheets  
 (Indicate if applicable)

1. PHILIP J. MARON  
 2. 19 DENBRIA RD, GLENHIE

1. Surveyor registered under the Surveying and Mapping Act 1992 and the Survey Regulation Act 1995  
 2. The Surveyor General has approved the Survey Plan  
 3. The Surveyor General has approved the Survey Plan  
 4. The Surveyor General has approved the Survey Plan  
 5. The Surveyor General has approved the Survey Plan  
 6. The Surveyor General has approved the Survey Plan  
 7. The Surveyor General has approved the Survey Plan  
 8. The Surveyor General has approved the Survey Plan  
 9. The Surveyor General has approved the Survey Plan  
 10. The Surveyor General has approved the Survey Plan  
 11. The Surveyor General has approved the Survey Plan  
 12. The Surveyor General has approved the Survey Plan  
 13. The Surveyor General has approved the Survey Plan

Plan used in preparation of survey / compilation  
 D.P. 591800 DP 0020446  
 D.P. 202843 DP 795574  
 D.P. 716448 DP 167190  
 D.P. 243176 DP 19401  
 D.P. 659178

THIS IS INTENDED TO REGULATE THE ROAD  
 EXTENDING 93.55M TO THE PUBLIC  
 AS ROAD

PERMITTED FOR USE ONLY: The attachment of this plan to the Public Road Act 1959 is intended to create:

- EASEMENT FOR SUPPORT OF BASEMENT
- EASEMENT FOR VARIATION OF BASEMENT
- RIGHT OF CARAVAN AND EASEMENT
- EASEMENT TO DRAIN WATER VARIABLE WIDTH
- EASEMENT FOR STOWAGE 3m x 3m
- EASEMENT FOR STOWAGE 2m x 2m
- RIGHT OF FOOTPATH VARIABLE WIDTH
- EASEMENT FOR ELECTRICAL PURPOSES
- EASEMENT FOR STORMWATER PURPOSES
- EASEMENT FOR ELECTRICAL PURPOSES
- RESTRICTION ON THE USE OF LAND
- RESTRICTION ON THE USE OF LAND
- RESTRICTION ON THE USE OF LAND

WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION

NO.	CHAIN NO.	DISTANCE	ARC	RAADIUS
1	2281.05-30.0	7.66	7.675	32.6
2	2281.42-20.0	11.73	11.42	27.4
3	270.02-20.0	7.795	7.45	19.52
4	317.01-15.0	11.21	12.22	8.8
5	357.51-15.0	13.02	14.26	10.6
6	382.51-15.0	13.02	14.26	10.6
7	407.51-15.0	13.02	14.26	10.6
8	432.51-15.0	13.02	14.26	10.6
9	457.51-15.0	13.02	14.26	10.6
10	482.51-15.0	13.02	14.26	10.6
11	507.51-15.0	13.02	14.26	10.6
12	532.51-15.0	13.02	14.26	10.6
13	557.51-15.0	13.02	14.26	10.6
14	582.51-15.0	13.02	14.26	10.6
15	607.51-15.0	13.02	14.26	10.6
16	632.51-15.0	13.02	14.26	10.6
17	657.51-15.0	13.02	14.26	10.6

SCHEDULE OF CHAINS

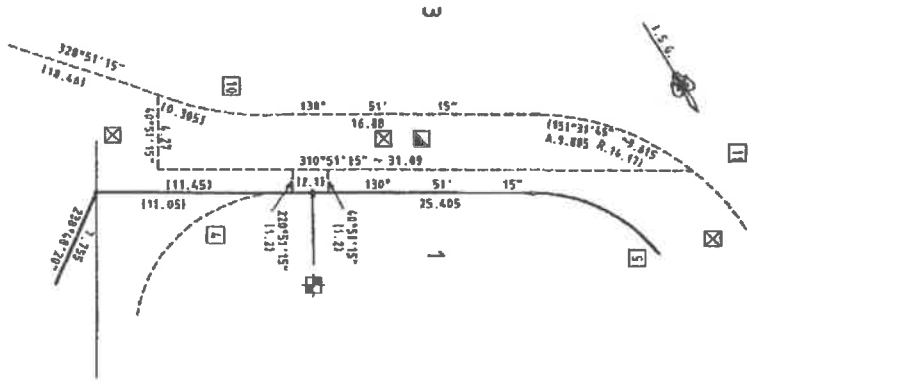


DIAGRAM 2

SEE SHEET 3

WEST STREET  
 (10.06 WIDE) NOT ALIGNED

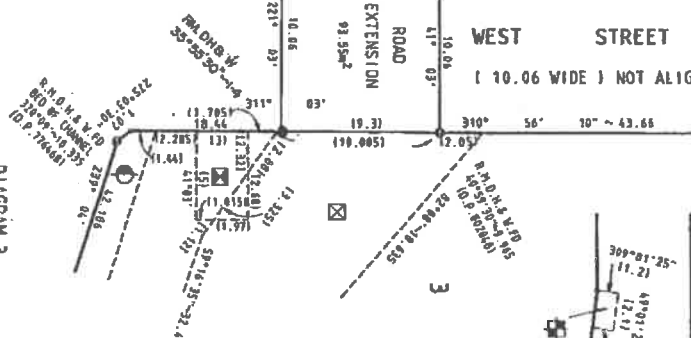


DIAGRAM 3

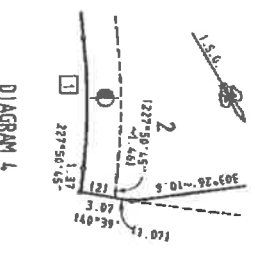


DIAGRAM 4

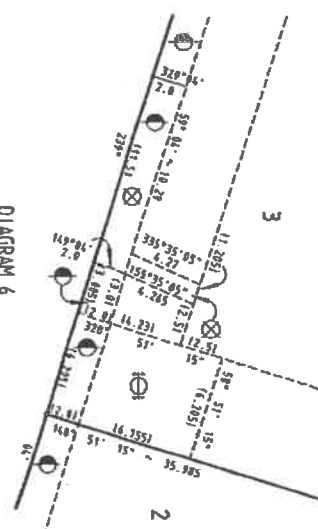


DIAGRAM 5

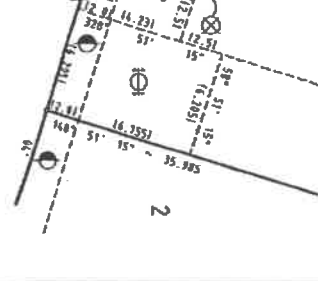


DIAGRAM 6

- EASEMENT FOR SUPPORT OF
- EASEMENT FOR SIGNAGE 1.1x1.2M
- EASEMENT FOR SIGNAGE 2.1x1.2M
- EASEMENT FOR SIGNAGE 3.1x1.2M
- EASEMENT FOR SIGNAGE 4.1x1.2M
- EASEMENT FOR SIGNAGE 5.1x1.2M
- EASEMENT FOR SIGNAGE 6.1x1.2M
- EASEMENT FOR SIGNAGE 7.1x1.2M
- EASEMENT FOR SIGNAGE 8.1x1.2M
- EASEMENT FOR SIGNAGE 9.1x1.2M
- EASEMENT FOR SIGNAGE 10.1x1.2M
- EASEMENT FOR SIGNAGE 11.1x1.2M
- EASEMENT FOR SIGNAGE 12.1x1.2M
- EASEMENT FOR SIGNAGE 13.1x1.2M
- EASEMENT FOR SIGNAGE 14.1x1.2M
- EASEMENT FOR SIGNAGE 15.1x1.2M
- EASEMENT FOR SIGNAGE 16.1x1.2M
- EASEMENT FOR SIGNAGE 17.1x1.2M
- EASEMENT FOR SIGNAGE 18.1x1.2M
- EASEMENT FOR SIGNAGE 19.1x1.2M
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- EASEMENT FOR SIGNAGE 23.1x1.2M
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- EASEMENT FOR SIGNAGE 25.1x1.2M
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- EASEMENT FOR SIGNAGE 30.1x1.2M
- EASEMENT FOR SIGNAGE 31.1x1.2M
- EASEMENT FOR SIGNAGE 32.1x1.2M
- EASEMENT FOR SIGNAGE 33.1x1.2M
- EASEMENT FOR SIGNAGE 34.1x1.2M
- EASEMENT FOR SIGNAGE 35.1x1.2M
- EASEMENT FOR SIGNAGE 36.1x1.2M
- EASEMENT FOR SIGNAGE 37.1x1.2M
- EASEMENT FOR SIGNAGE 38.1x1.2M
- EASEMENT FOR SIGNAGE 39.1x1.2M
- EASEMENT FOR SIGNAGE 40.1x1.2M
- EASEMENT FOR SIGNAGE 41.1x1.2M
- EASEMENT FOR SIGNAGE 42.1x1.2M
- EASEMENT FOR SIGNAGE 43.1x1.2M
- EASEMENT FOR SIGNAGE 44.1x1.2M
- EASEMENT FOR SIGNAGE 45.1x1.2M
- EASEMENT FOR SIGNAGE 46.1x1.2M
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- EASEMENT FOR SIGNAGE 51.1x1.2M
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- EASEMENT FOR SIGNAGE 59.1x1.2M
- EASEMENT FOR SIGNAGE 60.1x1.2M
- EASEMENT FOR SIGNAGE 61.1x1.2M
- EASEMENT FOR SIGNAGE 62.1x1.2M
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- EASEMENT FOR SIGNAGE 64.1x1.2M
- EASEMENT FOR SIGNAGE 65.1x1.2M
- EASEMENT FOR SIGNAGE 66.1x1.2M
- EASEMENT FOR SIGNAGE 67.1x1.2M
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- EASEMENT FOR SIGNAGE 73.1x1.2M
- EASEMENT FOR SIGNAGE 74.1x1.2M
- EASEMENT FOR SIGNAGE 75.1x1.2M
- EASEMENT FOR SIGNAGE 76.1x1.2M
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- EASEMENT FOR SIGNAGE 78.1x1.2M
- EASEMENT FOR SIGNAGE 79.1x1.2M
- EASEMENT FOR SIGNAGE 80.1x1.2M
- EASEMENT FOR SIGNAGE 81.1x1.2M
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- EASEMENT FOR SIGNAGE 83.1x1.2M
- EASEMENT FOR SIGNAGE 84.1x1.2M
- EASEMENT FOR SIGNAGE 85.1x1.2M
- EASEMENT FOR SIGNAGE 86.1x1.2M
- EASEMENT FOR SIGNAGE 87.1x1.2M
- EASEMENT FOR SIGNAGE 88.1x1.2M
- EASEMENT FOR SIGNAGE 89.1x1.2M
- EASEMENT FOR SIGNAGE 90.1x1.2M
- EASEMENT FOR SIGNAGE 91.1x1.2M
- EASEMENT FOR SIGNAGE 92.1x1.2M
- EASEMENT FOR SIGNAGE 93.1x1.2M
- EASEMENT FOR SIGNAGE 94.1x1.2M
- EASEMENT FOR SIGNAGE 95.1x1.2M
- EASEMENT FOR SIGNAGE 96.1x1.2M
- EASEMENT FOR SIGNAGE 97.1x1.2M
- EASEMENT FOR SIGNAGE 98.1x1.2M
- EASEMENT FOR SIGNAGE 99.1x1.2M
- EASEMENT FOR SIGNAGE 100.1x1.2M

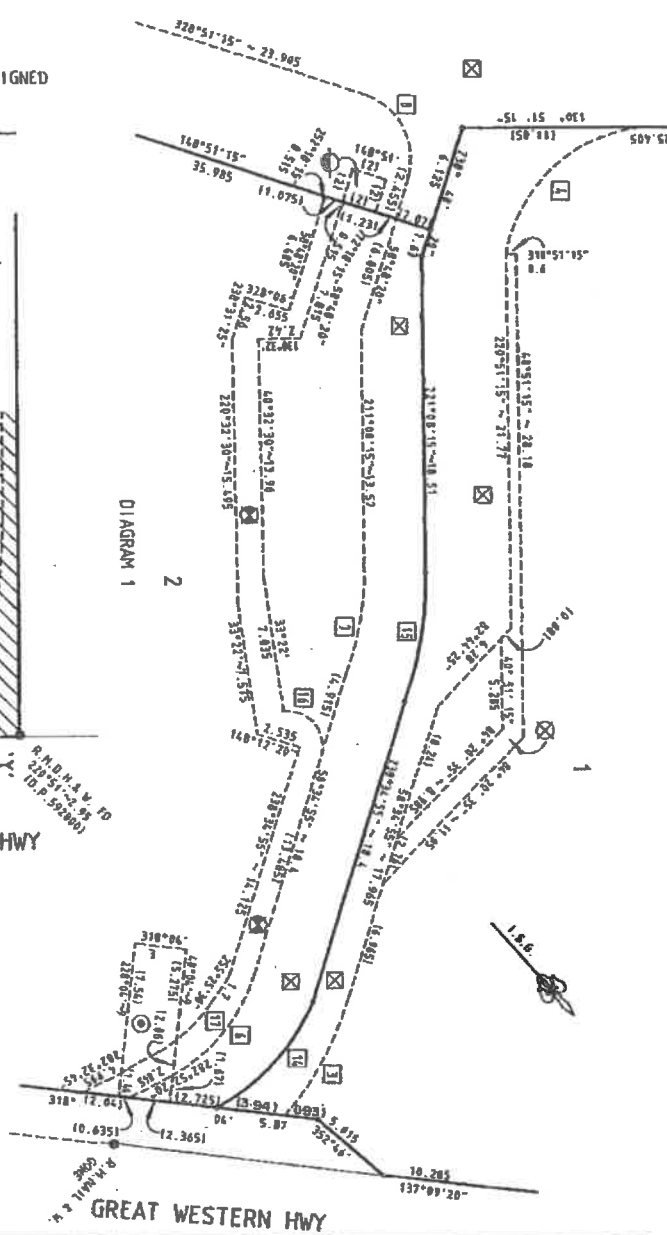


DIAGRAM 1

GREAT WESTERN HWY

DP 866558

Registered 9-4-1997

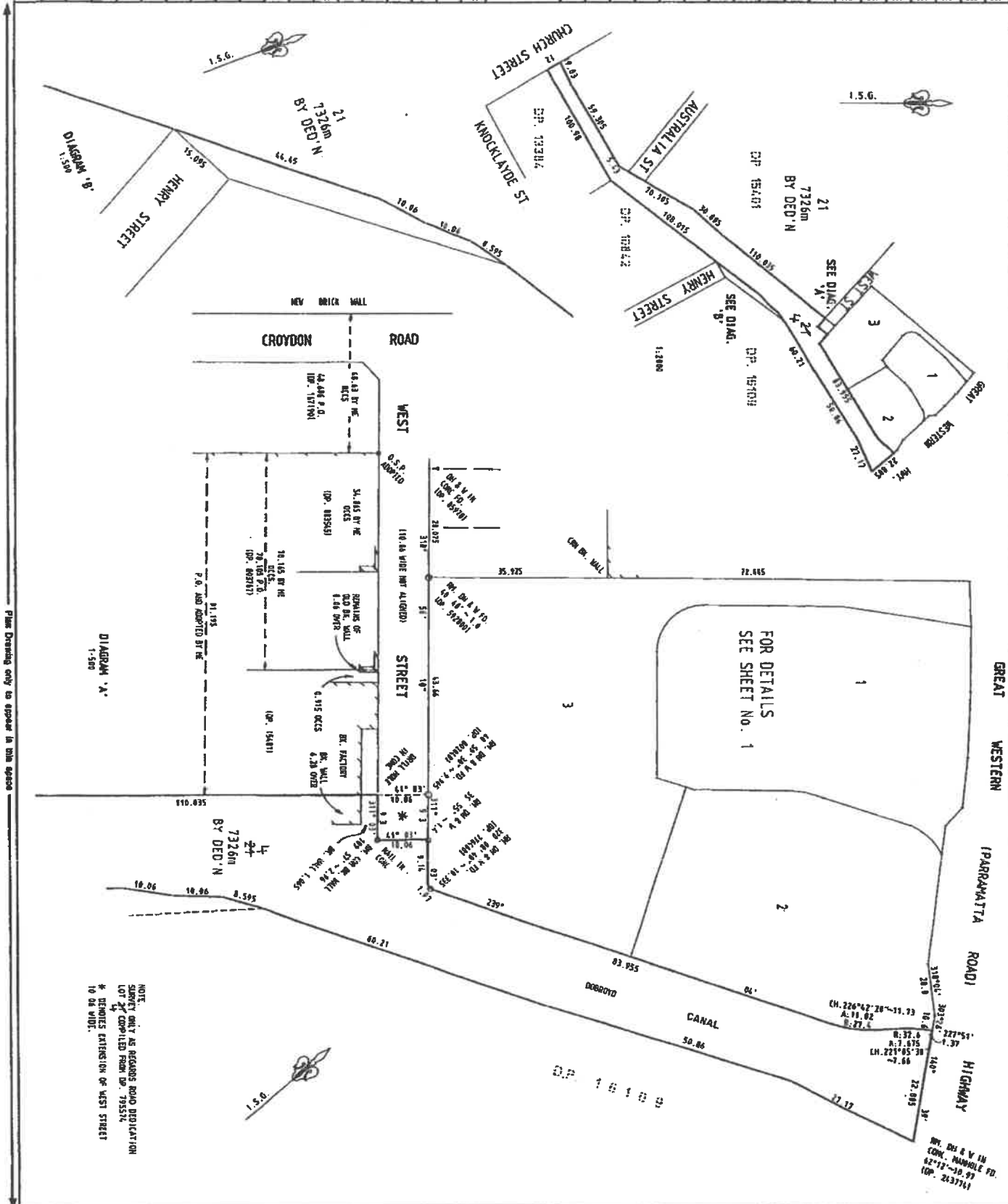
This is sheet 2 of 3 of the plan of the...  
 dated 23rd July 1997

Prepared by: [Signature]

Checked by: [Signature]

Scale: 1:200

DATE OF REVISION: 08-10-25



DP 866558  
9-1-1997

Registered  
This is sheet 3 of 3 of DP 866558  
DATE 23/10 JULY 1996  
Discharge registered under Average Act 1988

This is sheet 3 of 3 of the plan of 26. Folsomway of 1997  
13/04/96  
Clerk of the Court

For any other matter in connection with this plan see Plan Form 2

Plotted by AS SHINE  
Drafter's Name: AS SHINE

INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 1 of 19 Sheets)

**PART 1**

PLAN **DP 866658**

AND Lot 2 in DPT95574

Full name and address of  
the proprietor of the land

Plan of subdivision of Lot 200 in  
Deposited Plan 802048, covered by Council  
Clerks Certificate No 126 of 1996  
DATED 7.2.1997  
Pinmark Pty Limited  
ACN (003 281 276)  
Suite 7, 15 Parnell Street,  
STRATHFIELD NSW 2135

1. Identity of easement firstly referred  
to in abovementioned plan

Easement for Support of Basement  
Carpark (Variable width)

Schedule of lots etc. affected

Lots burdened

Lots benefited

3

1, 2

2. Identity of easement secondly referred  
to in abovementioned plan

Right of Carriageway and Easement for  
Services (Variable width)

Schedule of lots etc. affected

Lots burdened

Lots benefited

Each lot 1  
2  
3

Every other lot 2, 3  
1, 3  
1, 2

3. Identity of easement thirdly referred  
to in the abovementioned plan

Easement to drain water (variable width)

Schedule of lots etc. affected

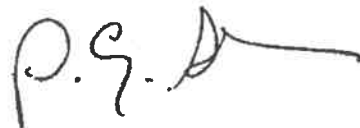
Lots burdened

Lots benefited

1  
3

2  
2, 1

31.01.97



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 2 of 19 Sheets)

**PART 1**

PLAN **DP 866658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 *Covered by Council  
Clerk's Certificate No 126 of 1996.*  
Easement for Signage 3m x 9m

4. Identity of easement fourthly referred  
to in abovementioned plan

Schedule of lots etc. affected

Lot burdened

Lot benefited

2

3

5. Identity of easement fifthly referred  
to in abovementioned plan

Easement for Signage 3m x 5m

Schedule of lots etc. affected

Lots burdened

Lots benefited

3

1, 2  
~~Every other lot~~

6. Identity of easement sixthly referred  
to in abovementioned plan

Easement for Signage 2m x 2m

Schedule of lots etc. affected

Lots burdened

Lots benefited

3

2

7. Identity of easement seventhly referred  
to in abovementioned plan

Easement for signage 2.1 x 1.2 m

Schedule of lots etc. affected

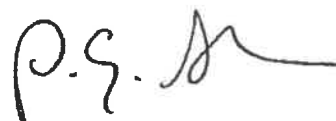
Lots burdened

Lots benefited

3

1

31.01.97



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 3 of 19 Sheets)

**PART 1**

PLAN **DP 866658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 *Covered by Councils  
Clerks Certificate No 126 of 1996.*

8. Identity of easement eighthly referred  
to in abovementioned plan

Right of footway (Variable width)

Schedule of lots etc. affected

Lots burdened

Lots benefited

2

3

9. Identity of easement ninthly referred  
to in abovementioned plan

Easement for Electrical Purposes  
(substation)

Schedule of lots etc. affected

Lots burdened

Authority benefited

3

Sydney Electricity

10. Identity of easement tenthly referred  
to in abovementioned plan

Easement for Stormwater Purposes 2 wide

Schedule of lots etc. affected

Lots burdened

Authority benefited

3, 2

Sydney Water

11. Identity of restriction on use eleventhly  
referred to in abovementioned plan

Restriction on the use of land

Schedule of lots etc. affected

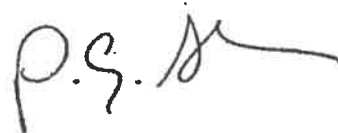
Lots burdened

Lots benefited

1

3

31.01.97





**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 4 of 19 Sheets)

**PART 1**

PLAN **DP 866658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 *Covered by Council  
Clerks Certificate No 126 of 1996.*

12. Identity of restriction on use twelfthly  
referred to in abovementioned plan

Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

Lots benefited

3

1, 2

13. Identity of restriction on use thirteenthly  
referred to in abovementioned plan

Restriction on the use of land

Schedule of lots etc. affected

Lots burdened

Authority benefited

1, 2 & 3  
~~Each lot.~~

Ashfield Council

**PART 2**

1. Terms of Easement for support of basement carpark (variable width) firstly referred to in  
abovementioned plan

(i) Either or both owners of the lots benefited may:-

(a) construct and maintain on the lot burdened, but only within the site of  
this easement, whatever structure is reasonably necessary to support the  
basement carpark constructed on the lot burdened or any part of it, or  
any structure or works on the lot burdened, and

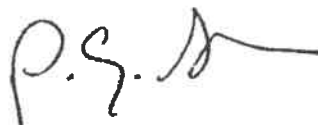
(b) do anything reasonably necessary for that purpose, including;

(i) entering the lot burdened, and

(ii) taking anything on to the lot burdened, and

(iii) carrying out work.

31.01.97



INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 5 of 19 Sheets)

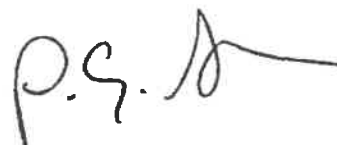
PART 2

PLAN **DP 866658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 Covered by Council  
Clerk's Certificate No 126 of 1996.

- (ii) The owner of the lot burdened must not:-
- (a) interfere with the structure or the support it offers, or
  - (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the support provided by this easement.
- (iii) If the owner of the lot burdened does or allows anything to be done which damages the support or impairs its effectiveness, then either or both owners of the lots benefited may serve not less than 14 days notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.
- If the owner of the lot burdened does not comply with the notice, then either or both owners of the lots benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.
- (iv) In exercising those powers (whether or not after serving such a notice), the owners having the benefit of this easement must:-
- (a) ensure that all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as practicable to its former condition, and
  - (e) make good any collateral damage.
  - (f) not interfere with the surface of the Right of Carriageway secondly referred to in the plan.
- (v) The site of this easement is defined by the concrete floor to the underside of the roof slab of the basement carpark and is below the surface level of the Right of Carriageway secondly referred to in the plan.

31.01.97



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 6 of 19 Sheets)

**PART 2**

PLAN **DP 866658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 *Covered by Council  
Clerks Certificate No 126 of 1996*

2. Terms of Right of carriageway and easement for services secondly referred to in  
abovementioned plan
- (i) The owner(s), occupiers and persons authorised by the owner(s) and occupiers of the lot benefited may:-
    - (a) by any reasonable means pass and repass at all times and for all purposes with or without animals or vehicles or both to or from the said lot benefited or any such part thereof over the lot burdened, and
    - (b) the owner(s) of the lot(s) benefited must repair and maintain the Right of Carriageway in a condition appropriate to a premium quality commercial retail development and must share the cost of such repair and maintenance equally.
    - (c) Subject to the provisions of sub-clause (iii), if an owner(s) of a lot benefited fails or neglects to meet its contribution towards the cost of the repair and maintenance the other owner(s) or occupiers having the benefit of this Right of Carriageway may carry out the necessary work and recover the proportionate cost of such work from that owner(s).
  - (ii)
    - (a) If any damage is caused as a direct result of any owner, or any persons authorised by that owner, the damage must be repaired at the cost and expense of that owner.
    - (b) If the owner of any lot benefited or any person authorised by that owner causes damage to the Right of Carriageway and fails or neglects to effect the necessary repairs then either or both owners or occupiers of the other lots benefited may serve a 14 day notice on that owner requiring the damage to be repaired and if that owner does not comply with the notice then either or both owners or occupiers of the other lots benefited may repair the damage and recover any reasonable costs from the owner of the lot or persons authorised by that owner who caused the damage.

31.01.97



P.S.A

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 7 of 19 Sheets)

**PART 2**

PLAN **DP 866658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 *Covered by Council  
clerk's certificate No 126 of 1996.*

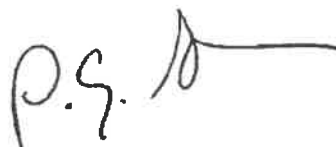
- (iii) If a dispute as to an owner(s) liability in respect of the repair and maintenance of the Right of Carriageway should arise, the dispute for such liability will be determined by an arbitrator appointed by the President for the time being of the Australian Institute of Valuers and Land Economists (NSW) or its successor whose decision will be final and binding upon the owner(s) of the lot benefited. The cost of any arbitrator appointed pursuant to this sub-clause will be paid by the owner(s) who disputes his/her/its liability towards the repair and maintenance of the Right of Carriageway.

**TOGETHER WITH**

- (iv) The owner(s), occupiers and persons authorised by the owner(s) of the lots having the benefit of this easement may:
- (a) provide services supplied by that owner(s), occupiers and persons authorised by the owner(s) through each lot burdened but only within the site of this easement, and
  - (b) do anything reasonably necessary for that purpose, including:
    - (i) entering the lot burdened, and
    - (ii) taking anything on to the lot burdened, and
    - (iii) carrying out work such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
- (v) In exercising those powers, the owner(s) and persons authorised by the owner(s) having the benefit of this easement must:
- (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

31.01.97



P.S. 

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 8 of 19 Sheets)

**PART 2**

PLAN **DP 866658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 Covered by Council  
Clerk's Certificate No 126 of 1996.

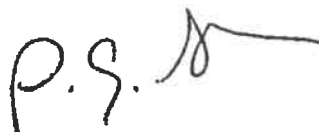
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.
- (vi) For the purposes of this easement, services includes supply of water, gas electricity, telephone and television and discharge of sewage, sullage and other fluid wastes.
- (vii) The terms of this Right of Carriageway and easement for services may only be removed, varied, modified or altered with the consent in writing of McDonald's whilst Lot 2 is leased or otherwise occupied by McDonald's.

→ 3. Terms of Easement for signage 3m x 9m fourthly referred to in abovementioned plan

- (i) The owners having the benefit of this easement may:-
  - (a) maintain, repair, re-erect, reinstate and use in connection with the pylon erected in the site of this easement and to place thereon 2 Signs underneath any Sign placed thereon by the occupier of the lot burdened.
  - (b) do anything for that purpose, including;
    - (i) entering the lot burdened, and
    - (ii) taking anything on to the lot burdened.
- (ii) In exercising these powers, the owners having the benefit of this easement must:-
  - (a) ensure that all work is done properly, and

31.01.97



P.S. 

INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 9 of 19 Sheets)

PART 2

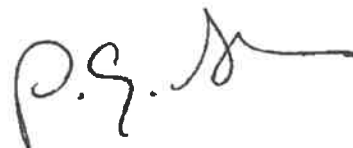
PLAN

DP866658

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 Covered by Council  
Clerks Certificate No 126 of 1996.

- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as practicable to its former condition, and
  - (e) make good any damage, and
  - (f) keep the Sign clean and in good repair, and
  - (g) keep the pylon and Sign insured for its full replacement cost including public liability insurance, and
  - (h) not erect any Sign on the pylon without first obtaining the approval of any relevant statutory authority, and
  - (i) make good any collateral damage,
  - (j) maintain and repair the structure of the pylon structure; and
  - (k) not erect or permit to be erected any more than 2 Signs below the Sign erected by the occupier of the lot burdened with the maximum dimensions of each of those Signs being 1 m in depth, 6 m in length and 5 m in height.
- (iii) The owner having the benefit of this easement must not allow any Sign to be erected unless that sign relates to the business of an occupier of the whole or a part of the lot benefited.

31.01.97



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 10 of 19 Sheets)

**PART 2**

PLAN

**DP866658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 *Covered by Council  
Clerks Certificate No 126 of 1976.*


- (iv) The terms of this easement may only be removed varied modified or altered with the consent in writing of McDonald's whilst Lot 2 is leased or otherwise occupied by McDonald's.

**4. Terms of Easement for signage 3m x 5m fifthly referred to in abovementioned plan**

- (i) Each owner of the lots having the benefit of this easement may:-
- (a) maintain, repair, re-erect, reinstate and use in connection with the pylon erected in the site of this easement and to place thereon a Sign;
  - (b) do anything for that purpose, including;
    - (i) entering the lot burdened, and
    - (ii) taking anything on to the lot burdened.
- (ii) In exercising these powers, the owners of the lots having the benefit of this easement must:-
- (a) ensure that all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as practicable to its former condition, and
  - (e) make good any damage, and
  - (f) keep the Sign clean and in good repair, and
  - (g) keep the pylon and Sign insured for its full replacement cost including public liability insurance, and

31.01.97



P.G. 

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 11 of 19 Sheets)

**PART 2**

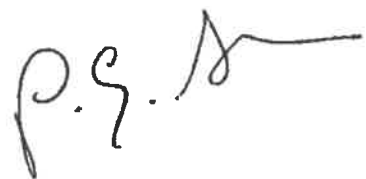
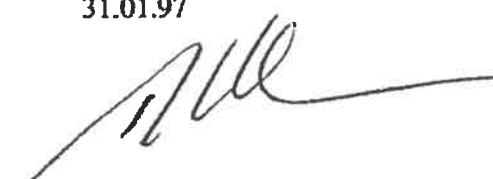
PLAN

**DP866658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 *Covered by Council's  
Clerks Certificate No 126 of 1996.*

- (h) not erect any Sign on the pylon without first obtaining the approval of any relevant statutory authority, and
  - (i) make good any collateral damage, and
  - (j) not erect any Sign on the pylon greater than 1 m in depth, 4.5 m in length and 2.25 metres in height.
  - (iii) The owner or any occupier of the lot burdened must not erect a Sign on the pylon within the site of this easement.
  - (iv) The occupier of Lot 2 is permitted to erect a Sign on the top of the pylon.
  - (v) The owner of Lot 1 is permitted to erect only 2 Signs below the Sign of the occupier of Lot 2 provided that:-
    - (a) the 2 Signs have dimensions of no greater than 1 m in depth, 4.5 m in length and 2.25 m in height; and
    - (b) the 2 Signs may only relate to the business of an occupier of the whole or a part of Lot 1.
  - (vi) The terms of this Easement for Signage may only be removed, varied, modified or altered with the consent in writing of McDonald's whilst Lot 2 is leased or otherwise occupied by McDonald's.
5. Terms of Easement for signage 2m x 2m sixthly referred to in abovementioned plan
- (i) The owner(s) and any person authorised by the owner(s) of the lot having the benefit of this easement may:-
    - (a) maintain, repair, re-erect, reinstate and use in connection with the pylon erected in the site of this easement and to place thereon a Sign.
    - (b) do anything for that purpose, including:
      - (i) entering the lot burdened, and

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 12 of 19 Sheets)

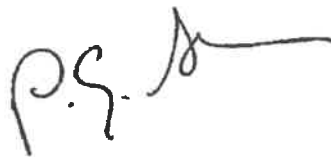
**PART 2**

PLAN **DP 866658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 covered by Council  
Clerk's Certificate No 126 of 1996.

- (ii) taking anything on to the lot burdened.
- (ii) In exercising these powers, the owners having the benefit of this easement must:-
- (a) ensure that all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as practicable to its former condition, and
  - (e) make good any damage, and
  - (f) keep the Sign and pylon clean and in good repair, and
  - (g) keep the pylon and Sign insured for its full replacement cost including public liability insurance, and
  - (h) not erect any Sign on the pylon without first obtaining the approval of any relevant statutory authority, and
  - (i) make good any collateral damage.
- (iii) The owner or any occupier of the lot burdened must not erect a Sign on the pylon within the site of this easement.
- (iv) The terms of this easement for signage may only be removed, varied, modified or altered with the consent in writing of McDonald's whilst Lot 2 is leased or otherwise occupied by McDonald's.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 13 of 19 Sheets)

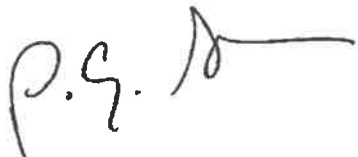
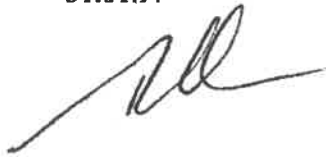
PART 2

PLAN **DP866658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 covered by Council  
Clerk's certificate No 126 of 1996.

6. Terms of Easement for Signage 2.1 m x 1.2 m severthly referred to in abovementioned plan
- (i) The owner and persons authorised by the owner having the benefit of this easement may:-
    - (a) erect, maintain, repair, re-erect, reinstate and use two signs in the site of this easement.
    - (b) do anything for that purpose, including:
      - (i) entering into the lots burdened, and
      - (ii) taking anything onto the lots burdened.
  - (ii) In exercising these powers, the owner or the persons authorised by the owner having the benefit of this easement must:-
    - (a) ensure that all work is done properly, and
    - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lots burdened, and
    - (c) cause as little damage as is practicable to the lots burdened and any improvement on it, and
    - (d) restore the lots burdened as nearly as practicable to its former condition, and
    - (e) make good any damage, and
    - (f) keep the signs clean and in good repair, and
    - (g) keep the signs insured for their full replacement cost including public liability insurance, and

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 14 of 19 Sheets)

**PART 2**

PLAN

*DP866658*

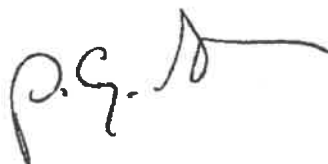
Plan of subdivision of Lot 200 in  
Deposited Plan 802048 *covered by Council  
Clerks Certificate No 176 of 1996*

- (h) not erect any sign without first obtaining the approval of any relevant statutory authority, and
  - (i) make good any collateral damage.

7. Terms of Easement for Right of Footway eighthly referred to in abovementioned plan

- (i) The owner and persons authorised by the owner of the lot benefited may by any reasonable means by foot pass across each lot burdened, but only within the site of this easement, to get to or from the lot benefited.
- (ii) the owner of the lot benefited must maintain the right of footway in a condition appropriate to a premium quality commercial development and do anything reasonably necessary for that purpose, including:-
  - (a) entering the lot burdened, and
  - (b) taking anything on to the lot burdened, and
  - (c) carrying out work within the site of this easement such as constructing, placing repairing or maintaining trafficable surfaces or structures.
- (iii) In exercising those powers, the owner of the lot benefited must:-
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 15 of 19 Sheets)

**PART 2**

PLAN

DP866658

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 Covered by Council  
Clerks Certificate No 126 of 1996.

- (iv) If the owner of the lot benefited does not maintain the right of footway in a condition appropriate to a premium quality commercial development then the owner or occupier of the lot burdened may serve a 14 day notice on the owner of the lot benefited and if that owner does not comply with the notice then the owner or occupier of the lot burdened may repair the damage and recover any reasonable cost from the owner of the lot benefited.

8. Terms of Easement for Electrical Purposes (substation) ninthly referred to in abovementioned plan

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment and every person authorised by Integral Energy to enter into and upon the said easement or any part

thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that Integral Energy and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

9. Terms of Easement for Stormwater Purposes tenthly referred to in abovementioned plan

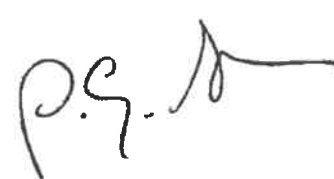
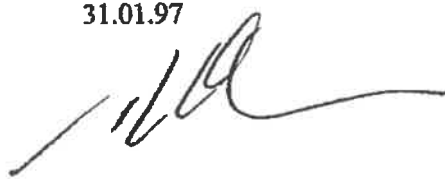
Vide instrument number X342177

10. Terms of Restriction on the Use of Land eleventhly referred to in abovementioned plan

(i) Height of Building and Trees

- (a) No building or other structure whether permanent or temporary and no tree may at any time be built or placed or planted or permitted to be grown on the lot hereby burdened of a greater height than 7 metres from existing ground level.

31.01.97



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 16 of 19 Sheets)

**PART 2**

PLAN **DP866658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 covered by Council  
Clerk's certificate N: 126 of 1996.

- (b) The terms of this Restriction on Use will extinguish on the 31st day of December 2009.

11. Terms of Restriction on the Use of Land twelfthly referred to in abovementioned plan

For the purposes of interpreting this instrument the following words have the following meanings:-

'BP' means BP Australia Limited (ACN 004 085 816) and any subsidiary or related body corporate of BP Australia Limited or any company of which BP Australia Limited own shares in or any sublessee of BP Australia Limited or an assignee of BP Australia Limited.

'McDonald's' means McDonald's Properties (Australia) Pty Limited (ACN 008 496 928) and any subsidiary or related body corporate of McDonald's Properties (Australia) Pty Limited or any company of which McDonald's Properties (Australia) Pty Limited own shares in or any sublessee of McDonald's Properties (Australia) Pty Limited or an assignee of McDonald's Properties (Australia) Pty Limited.

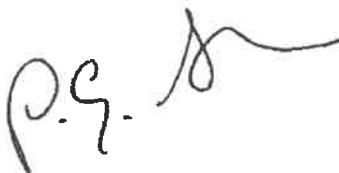
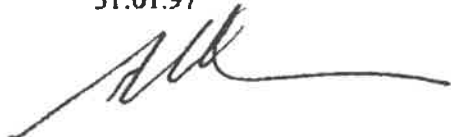
'Fast Food Establishment' means a restaurant, take-away food store or like outlet which operates under identical or substantially identical signs, trade marks, service marks, brand names or colour schemes in more than 20 other restaurants, take-away food stores or like outlets world wide whose primary purpose and/or specialty is the retail sale of hamburgers in a ready cooked state intended for immediate consumption.

'Sign' or 'Signs' mean any corporate or advertising sign, logo, trade mark, service mark, or common law mark or mark of any description or form. The definition of Sign excludes any road or traffic sign or any form or description.

**Terms of Restriction on Use for the billboard sign on Lot 3**

- (i) For so long as BP and/or McDonalds is the lessee or occupier of Lot 1 and/or 2, then the owner of the Lot burdened must not erect or permit to be erected on that part of the Lot burdened the subject of this restriction on use hatched on the plan the Signs of the following retailers:

31.01.97



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres.

(Sheet 17 of 19 Sheets)

**PART 2**

PLAN

DP866658

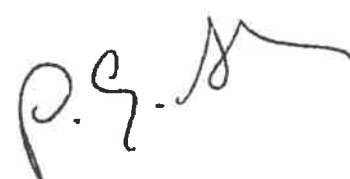
Plan of subdivision of Lot 200 in  
Deposited Plan 802048 covered by Council  
Clerks Certificate No 126 of 1996.

- (a) Hungry Jacks
- (b) Burger King
- (c) Hardies
- (d) Red Rooster
- (e) Taco Bell
- (f) Pizza Hut
- (g) Route 66
- (h) Rustlers
- (i) BJ Burgers
- (j) Subway
- (k) KFC
- (l) Wendys
- (m) any Fast Food Establishment
- (n) Shell
- (o) Mobil
- (p) Caltex
- (q) Ampol
- (r) Australian Petroleum
- (s) Liberty
- (t) Burmah
- (u) Pensoil
- (v) Bogas
- (w) Castrol
- (x) Valvoline

without the prior written approval of McDonalds and BP, such approval to be granted or withheld at the absolute discretion of McDonalds and BP without McDonalds and BP being obliged to furnish any reasons for its decision. This restriction on use does not apply to the Signs of Subway if either Lot 1 or 3 is occupied by a Subway retail outlet or the Signs of KFC if either Lot 1 or 3 is occupied by a KFC retail outlet.

- (ii) In erecting any Signs not prohibited by this restriction on use, the owner of the Lot burdened must:

31.01.97



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT. 1919**

Lengths are in metres.

(Sheet 18 of 19 Sheets)

**PART 2**

PLAN **DP866658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 *covered by Council  
Clerks certificate N<sup>o</sup> 126 of 1996.*

- (a) ensure that all work is done properly; and
- (b) keep the Sign clean and in good repair.
- (iii) This restriction on use may only be removed, varied, modified or altered with the consent in writing of McDonalds and/or BP whilst Lot 2 is leased or otherwise occupied by McDonalds and BP whilst Lot 1 is owned or otherwise occupied by BP.

**12. Terms of Restriction on the use of land thirteenthly referred to in abovementioned plan**

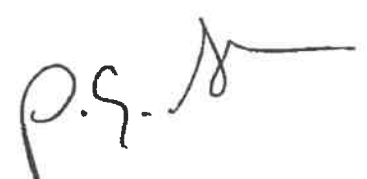
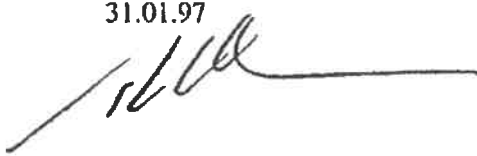
It being noted that part of the site contains contaminants and that it will be subject to cap and containment remedial action approved by the NSW Environment Protection Authority comprising a concrete slab of a maximum thickness of 100 mm on clean fill of a depth of 500 mm over the site:-

- (i) No owner or occupier will carry out any works including excavation or anything to cause damage to the concrete surface or material immediately below the concrete surface to a depth of 600 mm without prior written approval of Ashfield Council.
- (ii) If future monitoring reveals any adverse environmental and/or human health impacts on or off the site, then further remediation works may be necessary to the requirement of the Environment Protection Authority.

**NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTION  
ON USE OF LAND FOURTHLY, FIFTHLY, SIXTHLY, SEVENTHLY AND  
THIRTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN:-**

**THE COUNCIL OF THE MUNICIPALITY OF ASHFIELD**

31.01.97



INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 19 of 19 Sheets)

PART 2

PLAN **DP86658**

Plan of subdivision of Lot 200 in  
Deposited Plan 802048 Covered by Council's  
Clerk's Certificate No 126 of 1996.

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTION  
ON USE OF LAND ELEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN:-

PINMARK PTY LIMITED (ACN 003 281 276) (hereinafter called "Pinmark") and/or such  
other person or company nominated by Pinmark in writing for that purpose and if Pinmark shall  
no longer be the proprietor of Lot 3 comprised in the plan of subdivision and there shall be no  
such person or company so nominated then the person or persons for the time being the  
registered proprietor or proprietors of the lot having the benefit of this restriction.

THE COMMON SEAL of PINMARK  
PTY LIMITED was hereunto affixed  
by authority of its Board of Directors  
in the presence of:

*[Signature]*  
Secretary.

*[Signature]*  
DIRECTOR.



APPROVED BY THE COUNCIL OF THE  
MUNICIPALITY OF ASHFIELD

*[Signature]*  
(COUNCIL CLERK)

Signed at Sydney the 12<sup>th</sup> day of  
February 1997 For Commonwealth  
Bank of Australia A.C.N. 123 123 124 by its  
duly appointed Attorney under Power of  
Attorney Book 4049 No. 321.

31.01.97

*[Signature]*  
**P. WEBER**

*[Signature]*  
**BRIAN WILLIAM HUTCHINSON**

GNR PITT ST AND MARTIN PL SYDNEY

REGISTERED *AC 9.4.1997*



RP 12A STAMP DUTY



**TRANSFER**  
 (INCLUDING EASEMENT/COVENANTS)  
 REAL PROPERTY ACT, 1900  
 (See Instructions for Completion on back of form)

CA 1-2X 292  
 \$ 42

DESCRIPTION OF LAND  
 Note (a)

LAND being transferred		Location
Torrens Title Reference	If Part Only, Delete Whole and Give Details	HABERFIELD
Folio Identifier 2/776468		WHOLE

TENEMENTS PANEL  
 Note (b)  
 This panel also to be completed for easements by transferee

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Folio Identifier 2/776468		1/776468	

TRANSFEROR  
 Note (c)

WATER BOARD of 115-123 Bathurst Street, Sydney in the State of New South Wales	OFFICE USE ONLY N
--	----------------------

Note (d)

(The above-named TRANSFEROR) hereby acknowledges receipt of the consideration of \$81,396.00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEEE

TRANSFEEE  
 Note (e)

PINMARK PTY LIMITED of Suite 7, 15 Parnell Street, Strathfield in the State of New South Wales	OFFICE USE ONLY OVER
--	-------------------------

TENANCY  
 Note (f)

as joint tenants/tenants in common

PRIOR ENCUMBRANCES  
 Note (g)

subject to the following PRIOR ENCUMBRANCES

Note (h)

AND the TRANSFEROR—  
 (i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto  
 (ii) COVENANTS with the TRANSFEEE as set out in SCHEDULE TWO hereto  
 AND the TRANSFEEE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

Note (i)

DATE OF TRANSFER 17 October 1988.  
 We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION  
 Note (j)

Signed in my presence by the Transferor who is personally known to me.  
 Signature of Witness: PETER CAHILL  
 Name of Witness (BLOCK LETTERS): PETER CAHILL  
 Address and occupation of Witness: CLERK 115-123 BATHURST ST SYDNEY.  
 Signed for and on behalf of the WATER BOARD by its duly constituted Attorney.  
 CHRISTOPHER CHARLES GOLLAN  
 pursuant to Power of Attorney Regd. No. 12 Book 3898  
 who is personally known to me.  
 Signature of Transferor: Christopher C. Gollan

Note (k)

Signed in my presence by the Transferee who is personally known to me.  
 Signature of Witness: [Signature]  
 Name of Witness (BLOCK LETTERS): [Name]  
 Address and occupation of Witness: [Address]

TO BE COMPLETED BY LODGING PARTY  
 Notes (l) and (m)

LODGED BY C/- DONALD L MORGAN REF. Sylvia 517674 265K		LOCATION OF DOCUMENTS CT OTHER [X] [ ] Herald's In R.G.O. with Produced by	
Delivery Box Number 743	Extra Fee	Checked by [Signature] CF17	REGISTERED -19 13 DEC 1988 Registrar General
743	2/776468		CT 265K

RP 13A

SCHEDULE ONE HEREINDEFORRE REFERRED TO

The Transferor hereby represents the Easements more particularly set out in Annexure "A" hereto

Notes (k) and (l)

SCHEDULE TWO HEREINDEFORRE REFERRED TO

The Transferor hereby represents with

Notes (m) and (n)  
Also complete  
Annexure "B" hereto  
front of form

AR 13A

SCHEDULE THREE HEREBY REFERENCE TO

Notes (a) and (b)

The Transferee hereby covenants with the Transferor that no fence shall be erected on the subject land to divide it from the adjoining land contained in Certificate of Title Folio Identifier 1/776468 but only during the ownership thereof by the Transferor and its successors other than purchasers without the consent of the Transferor or its successors but such consent shall not be withheld if such fence is erected without expense to the Transferor or its successors and in favour of any person dealing with the Transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND IT IS HEREBY DECLARED that:

- a. The land the subject of this covenant is the land hereby transferred;
- b. The land having the benefit of this covenant is the adjoining land described in Certificate of Title Folio Identifier 1/776468; and
- c. This covenant may be released, varied or modified by the registered proprietor or proprietors for the time being of such adjoining land.

RP 12A

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers see forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by striking the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgages, charges and leases of the subject tenement should consent to any grant or reservation of easements, otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land.  
TO TRANSFER TITLE RESERVATION—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g. 123/123/45 or Vol. 123/4 Fol. 56.  
TO PARTITION—If any part of the land in the Folio of the Registrar is being transferred, delete the word "WHEREAS" and insert the lot and plan number, written, etc. See also sections 237 and 238A of the Land Act, 1917.  
BY SUCCESSION—Insert the locality shown on the Certificate of Title/Crown Grant, e.g. 123/45/67. If the locality is not shown, insert the Parish and County, e.g. Parish of ... Co. ...
- (b) Tenement land—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easement, e.g. 123/45/67 or Vol. 123/4 Fol. 56. This panel is also to be completed for covenants by the transferor.
- (c) Show the full name, address and occupation or description.
- (d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.
- (e) Delete, if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.
- (f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the content of the mortgage, charge or lease is furnished) and of any writ recorded in the Registrar.
- (g) Delete whichever words are inappropriate.
- (h) Execution.  
GENERAL: (i) Should there be insufficient space for execution of this dealing, set in permanent black ink on separate sheets the signatures of each party to the transfer, each party to execute the dealing in the presence of an adult witness, and bring a page of the dealing in which he is personally known. The witness for the transferee only signs the certificate on a sheet of the dealing, the witness's name does not enter a page of the dealing in which he is personally known. The witness for the transferee only signs the certificate on a sheet of the dealing, the witness's name does not enter a page of the dealing in which he is personally known.  
ATTORNEY: (ii) If the transfer is executed by an attorney for the transferor, transferor or transferee in a registered power of attorney, the form of execution must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g. "As by his attorney for transferor or delegate, in this case (s/s) XY, pursuant to power of attorney registered on ...". (iii) If the transfer is executed by an attorney for the transferee, the form of execution must indicate the attorney, judicial or other authority pursuant to which the transfer has been executed.  
CORPORATION: (iii) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g. in accordance with the Articles of Association of the corporation. Each page affixed should be signed by the seal and the seal must state its position (e.g. Director, Chairman) in the corporation.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS		NAME AND DESCRIPTION			
(A) FOLIO IDENTIFIER	(B) CHARGE	(C) ID1	(D) ID2	(E)	
2/776468	S			PINMARK PTY LIMITED	
SECOND SCHEDULE & OTHER DIRECTIONS					
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NOTIFY TYPE	(D) DEALING NUMBER	(E) DETAILS	
2/776468	ON	EA		Easement for stormwater purposes 2 wide affecting the part of the land above described shown as burdened in DP776468.	
2/776468	ON	EB		Easement for construction purposes 1.5 wide & var. affecting the part of the land above described shown as burdened in DP776468.	
1/776468	ON	EA		Easement for stormwater purposes 2 wide appurtenant to the land above described.	
1/776468	ON	EB		Easement for construction purposes 1.5 wide & var. appurtenant to the land above described.	
2/776468	ON	EY			

B

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN TRANSFER  
BETWEEN WATER BOARD (TRANSFEROR) AND PINMAEK PTY. LIMITED  
(TRANSFeree) AND DATED 17 October 1988

The Transferor hereby reserves the easements or rights as more  
fully set out in Dealing No. X342177 over that part of the  
land comprised in Certificate of Title Folio Identifier 2/776468  
and being part of the land shown on Deposited Plan 776468  
as "Proposed Easement For Stormwater Purposes 2 Wide" and  
having an area of 210.9 square metres and referred to for the  
purposes hereof as "the said Land" and subject to the  
covenants conditions and provisions shall be deemed to be  
incorporated therein out of the servient tenement and  
appurtenant to the dominant tenement of the Transferor. For  
the purpose of this instrument the word "Transferor" in the  
said Dealing No. X342177 shall mean the Transferee herein and  
the word "Transferee" shall mean the Transferor herein

TOGETHER WITH an easement or right to use for the construction  
and maintenance of works for stormwater drainage purposes over  
that part of the land comprised in Certificate of Title Folio  
Identifier 2/776460 and being part of the land shown on  
Deposited Plan 776468 as "Proposed Easement For  
Construction Purposes 15 Wide And Variable Width" and having  
an area of 1,359 square metres and referred to for the  
purposes hereof as "the additional land" the surface and the  
subsoil or undersurface of the additional land ~~TOGETHER~~ with  
full and free right and liberty for the Transferor from time  
to time and at all times hereafter by its officers servants  
workman and agents to construct lay down make control examine  
supervise manage relay renew cleanse repair maintain operate  
and use in and through the additional land and upon or at such

2.

depths or levels below the surface thereof as the Transferor shall think proper such channels drains pipes and other works with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required for stormwater and drainage purposes AND to use such works with a conveyance and passage of stormwater and other surface waters AND to alter and take up and remove and substitute in lieu therefore any new works AND with the right of support at all times of all such works of the Transferor as spoil for the time being in the said land AND for any of the purposes aforesaid to return pass and repass upon along and over the additional land and to sink excavations shafts and cuttings in and through the additional land and bring and place thereon and remove therefrom any such plant machinery tools implements materials articles and things as the Transferor shall think fit AND generally to exercise and perform in and upon the additional land any of the rights powers and authorities conferred on or vested in the Transferor under and by virtue of the provisions of the Water Board Act 1987 the regulations and by-laws made thereunder or continued in force by virtue of Schedule Three of the Water Legislation (Repeal Amendment and Savings) Act 1987 or any amendment thereof without liability to pay compensation to any person or persons or body for any damage sustained through the exercise of any of the rights powers or authorities hereby or by virtue of the said Act conferred on or vested in or granted to the Transferor.

GFBI47.CEA



**INSTRUMENT SETTING OUT TERMS OF EASEMENT  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURPOSE TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 6 Sheets)

**PART 1**

**DP1015254**

Plan of Easements over Lot 3 in  
DP866658

**Full name and address of  
Proprietor of the land**

Pinmark Pty Limited  
ACN 003 281 276  
897 Pacific Highway  
PYMBLE NSW 2073

1. **Identity of Easement firstly referred  
to in abovementioned plan**

Easement for Electricity Purposes  
2 wide & variable

<sup>^</sup> 6.205 wide

Schedule of lots etc. affected

**Lots burdened**

3 in DP866658

**Authority benefited**

EnergyAustralia  
of 570 George Street, Sydney

2. **Identity of Easement secondly  
referred to in abovementioned plan**

Right of Carriageway 4 wide and  
variable

Schedule of lots etc. affected

**Lots burdened**

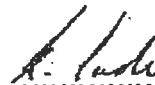
3 in DP866658

**Authority benefited**

EnergyAustralia  
of 570 George Street, Sydney

SIGNED FOR AND ON BEHALF OF ENERGYAUSTRALIA







**INSTRUMENT SETTING OUT TERMS OF EASEMENT  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURPOSE TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 6 Sheets)

**PART 1**

**DP1015254**

Plan of Easements over Lot 3 in  
DP866658

**Full name and address of  
Proprietor of the land**

Pinmark Pty Limited  
ACN 003 281 276  
897 Pacific Highway  
PYMBLE NSW 2073

**PART 1 A**

3. **Identity of Easement thirdly referred to in abovementioned plan TO BE RELEASED** Easement for Electrical purposes (Substation) DP866658

**Schedule of lots etc. affected**

**Lot burdened**

3 in DP866658

**Authority benefited**

EnergyAustralia  
of 570 George Street, Sydney

**PART 2**

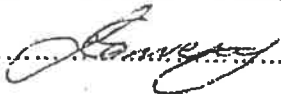
**PLAN**

Plan of Easements over Lot 3 in  
DP866658

1. **Terms of the Easement for Electricity Purposes firstly referred to in abovementioned plan**

Full right leave liberty and licence for Energy Australia, its agents, servants and workmen to erect, construct and place, repair, renew, inspect, maintain and remove electricity substation premises and lay down, erect, construct and place, repair, renew, inspect, maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through over along and under that part of the lot burdened and affected by the easement (herein referred to as the "easement") AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining through over along and under the easement and the said electricity substation premises and electric mains when constructed.

SIGNED FOR AND ON BEHALF OF ENERGYAUSTRALIA

 .....

**INSTRUMENT SETTING OUT TERMS OF EASEMENT  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURPOSE TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 6 Sheets)

**PART 2**

**DP1015254**

Plan of Easements over Lot 3 in  
DP866658

**Full name and address of  
Proprietor of the land**

Pinmark Pty Limited  
ACN 003 281 276  
897 Pacific Highway  
PYMBLE NSW 2073

TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the easement or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the easement or any part thereof.

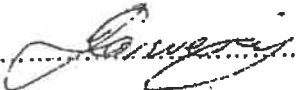

AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the easement.

PROVIDED THAT EnergyAustralia shall not permit or suffer any person other than its officers servants agents and workmen aforesaid or any other person authorised by them or any of them to enter in or upon the easement.

AND PROVIDED FURTHER that except where EnergyAustralia its agents servants and workmen in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the easement EnergyAustralia shall not be under any obligation or in anywise be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the easement.

AND the Registered Proprietor doth hereby for itself and other the owner or owners from time to time of the land comprised in the said Certificate of Title covenant with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said cables and other apparatus or interfere with the free flow of electric current through, over, along and under the easement AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.

SIGNED FOR AND ON BEHALF OF ENERGYAUSTRALIA

.....  


**INSTRUMENT SETTING OUT TERMS OF EASEMENT  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURPOSE TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 6 Sheets)

**PART 2**

**DP1015254**

Plan of Easements over Lot 3 in  
DP866658

**Full name and address of  
Proprietor of the land**

Pinmark Pty Limited  
ACN 003 281 276  
897 Pacific Highway  
PYMBLE NSW 2073

AND EnergyAustralia doth hereby covenant with the Registered Proprietor its successors and assigns that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the Registered Proprietor or to any person or persons in consequence of any breach or non-observance of this covenant.

AND FURTHER the Registered Proprietor doth hereby for itself and other the owner or owners from time to time of the land affected by the easement covenant with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the easement nor will it without the like consent erect or permit to be erected any structure on above or below the easement.

2. Terms of the Right of Carriageway secondly referred to in the abovementioned plan.

Right of Carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 (as amended) together with the right to park vehicles upon the Right of Carriageway.

SIGNED FOR AND ON BEHALF OF ENERGY AUSTRALIA

  
.....  


**INSTRUMENT SETTING OUT TERMS OF EASEMENT  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURPOSE TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 5 of 6 Sheets)

**PART 2**

**DP1015254**

Plan of Easements over Lot 3 in  
DP866658

Full name and address of  
Proprietor of the land

Pinmark Pty Limited  
ACN 003 281 276  
897 Pacific Highway  
PYMBLE NSW 2073

NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR  
MODIFY THE EASEMENTS FIRSTLY AND SECONDLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:

EnergyAustralia

DATED this            day of            2000.

THE COMMON SEAL of PINMARK            )  
PTY LIMITED ACN 003 281 276 is            )  
affixed in accordance with its Articles    )  
of Association                                    )



*[Handwritten signature]*

Director

*TERRY SHANAHAN*

Name of Director (print)

*[Handwritten signature]*

Secretary

*TERRY SHANAHAN*

Name of Secretary (print)

*[Handwritten signature]*

*[Handwritten signature]*

**INSTRUMENT SETTING OUT TERMS OF EASEMENT  
AND RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE  
CREATED PURPOSE TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 6 of 6 Sheets)

**PART 2**

**DP1015254**

Plan of Easements over Lot 3 in  
DP866658

Full name and address of  
Proprietor of the land

Pinmark Pty Limited  
ACN 003 281 276  
897 Pacific Highway  
PYMBLE NSW 2073

**SIGNED SEALED AND DELIVERED**  
for and on behalf of EnergyAustralia by )  
)  
)

.....JANE E. CONVEY.....

its duly constituted Attorney pursuant )  
to Power of Attorney registered Book )  
4197 No. 593 175 )

4270

  
Attorney

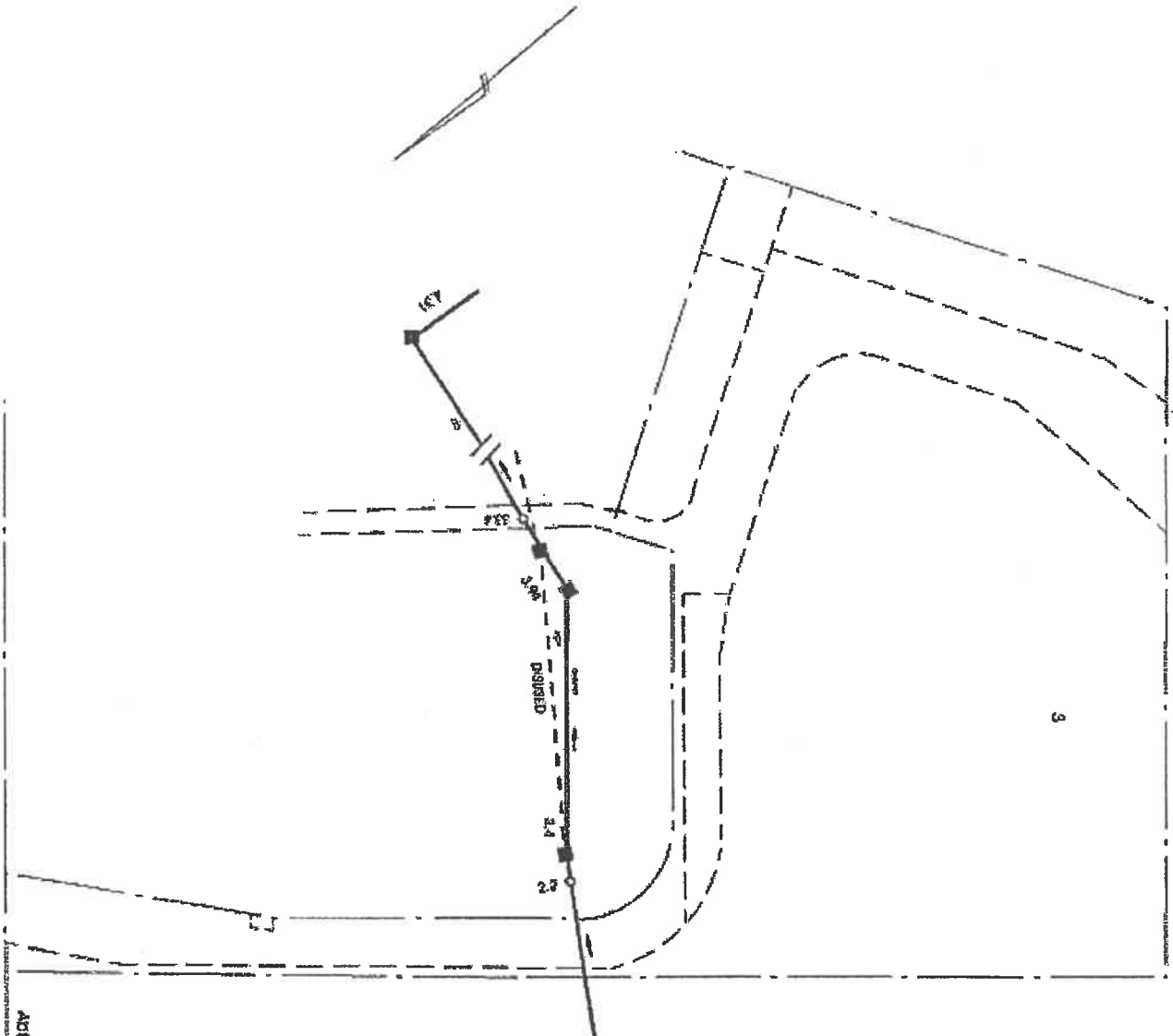
  
Witness

**REGISTERED**  *AS* 03/07/2000

GREAT WESTERN HWY

401.81 to Croydon Rd

WEST ST



Copy of  
Diagram No. 1010688

L.V.S.A.D.E.  
**SEWERAGE SERVICE DIAGRAM**  
MUNICIPALITY OF ASHFIELD  
SUBURB OF .



Scale: Approx. 1:500  
Distances/depths in metres  
pipe diameters in millimetres

**SEWER AVAILABLE**  
Where the sewer is not available and a special  
tion is involved the Board accepts no responsibility  
the materiality of the drainage in relation to the  
position of the Board's sewer.

**NOTE:** This diagram only indicates availability  
sewer and any sewerage service shown on this  
Board's records (By-law 4, Clause 2). The actual  
position of Board's sewers, stormwater channels,  
pipes and structures should be ascertained by  
tion of most suitable at Board's Head Office or  
one of South Coast Districts or Board's Mail  
Office (Section 20 of Board's Act). Position of  
bars, boundaries, sewers and sewerage service  
shown are approximate only.

**SYMBOLS AND ABBREVIATIONS**

Symbol	Description	Symbol	Description
■	Manhole	ONS	Season Sewer
□	Chamber	IP	Impact Pipe
○	L.M. Lamp Post	M/F	Man Pit
□	Boundary Trip	T	Tube
□	Inspection Shaft	K	Kilogram
■	Pit	W	Water Ob.
■	Grease Interceptor	B	Bar Work
■	Gully	H	Headwall
■	P Trap	S	Shower
■	Ratex Valve	Jh.	junction
■	Chimney Pipe	DW.	Downfall
○	Yearl Vent Pipe	P	Flaw Wa
○	Yearl Vent Pipe	M	Man
○	Yearl Vent Pipe	ES	Bar Sink

**DRAINAGE**

Supervised by \_\_\_\_\_

Inspector \_\_\_\_\_

Field Diagrams Examined by \_\_\_\_\_

Date of Issue \_\_\_\_\_

Rating Checked by \_\_\_\_\_

Supervised by \_\_\_\_\_

Inspector \_\_\_\_\_

Outfall \_\_\_\_\_

W.S. \_\_\_\_\_

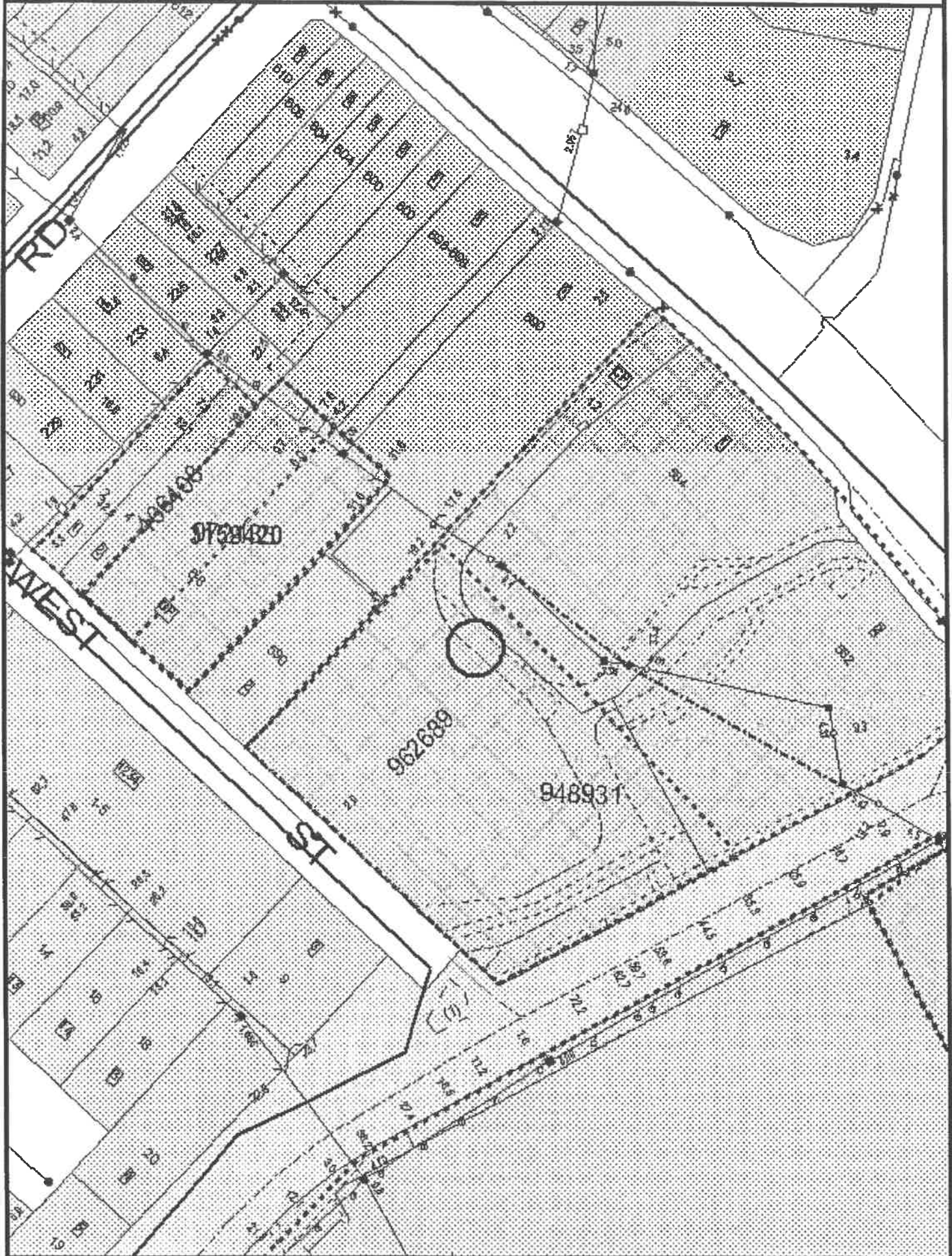
W.O. \_\_\_\_\_

Boundary Trip 1/1's not required

Sheet No. 77

For Hours Services Engineer

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



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

**PLANNING CERTIFICATE**

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

**Cert. No.:** PCT/2021/3523

**Fee:** \$53.00

**Application Date:** 21 July 2021

**Issued Date:** 28 July 2021

**Applicant's Reference:** 190724

Applicant	Owner (as recorded by Council)
Name: Kydon Segal Lawyers Address: Suite 601, Level 6 152 Bunnerong Road EASTGARDENS NSW 2036 Email: <a href="mailto:FLORA@KYDONSEGAL.COM.AU">FLORA@KYDONSEGAL.COM.AU</a>	Name: Mr S M Siraji

Subject property address	Legal description
Street address: 50/586 Parramatta Road CROYDON NSW 2132	Lot 50 SP 64177

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



## 1. Names of relevant planning instruments and DCPs

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

- State Environmental Planning Policy No.19 – Bushland in Urban Areas
- State Environmental Planning Policy No. 21 – Caravan Parks
- State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
- State Environmental Planning Policy No. 55 – Remediation of Land
- State Environmental Planning Policy No. 64 – Advertising and Signage
- State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development
- State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- State Environmental Planning Policy (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (COVID-19 Response) 2020
- State Environmental Planning Policy Amendment (Build-to-rent Housing) 2021
- Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
- Draft State Environmental Planning Policy (Environment) 2017
- Draft State Environmental Planning Policy (Remediation of Land) 2017
- Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
- Draft Housing Diversity State Environmental Planning Policy 2020
- Draft State Environmental Planning Policy (Design and Place) 2021

Note: As part of improvements to simplify the State's planning system, as of 1 July 2009, regional environmental plans (REPs) are no longer part of the hierarchy of environmental planning instruments in NSW. All existing REPs are now deemed State environmental planning policies (SEPPs). Any enquiries regarding these State Planning Policies should be directed to the Department of Planning and Environment. Find contact details on the Department's website at <http://www.planning.nsw.gov.au>

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

- Ashfield Local Environmental Plan 2013

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

- Draft Inner West Local Environment Plan 2020

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

- Inner West Comprehensive Development Control Plan 2016 for Ashbury, Ashfield, Croydon, Croydon Park, Haberfield, Hurlstone Park and Summer Hill

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

Lot 50 SP 64177

Ashfield Local Environmental Plan 2013

### Zone B4 Mixed Use

#### 1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To enhance the viability, vitality and amenity of Ashfield town centre as the primary business activity, employment and civic centre of Ashfield.
- To encourage the orderly and efficient development of land through the consolidation of lots.

#### 2 Permitted without consent

Home occupations

#### 3 Permitted with consent

Boarding houses; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Pond-based aquaculture; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

#### 4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Recreation facilities (major); Rural industries; Sewage treatment plants; Signage; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

Lot 50 SP 64177

Draft Inner West Local Environmental Plan 2020

### Proposed Zone B4 Mixed Use

#### 1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To support the renewal of specific areas by providing for a broad range of services and employment uses without adversely impacting on the role or viability of nearby centres.
- To facilitate a high standard of urban design and pedestrian amenity that creates open and lively facades, contributes to achieving a sense of place for the local community and caters for the needs of all ages and abilities.

#### 2 Permitted without consent

Home occupations; Home-based child care

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

### 3 Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Group homes; Hostels; Hotel or motel accommodation; Information and education facilities; Light industries; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

### 4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Camping grounds; Boat building and repair facilities; Boat launching ramps; Boats sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond-based aquaculture; Port facilities; Recreation facilities (major); Residential accommodation; Rural industries; Sewage treatment plants; Sex services premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

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

**Lot 50 SP 64177 – NO**

Whether the land includes or comprises critical habitat:

**Lot 50 SP 64177 – NO**

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

**Lot 50 SP 64177 – NO**

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

**Lot 50 SP 64177 – NO**

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

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

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

<b>3. Complying Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</b>
<p><b>Housing Code</b></p> <p><b>Lot 50 SP 64177:</b> <b>YES</b> Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p><b>Low Rise Housing Diversity Code</b></p> <p><b>Lot 50 SP 64177:</b> <b>YES</b> Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p><b>Inland Code</b></p> <p>NO, the Inland Code does not apply to land within the Inner West Local Government Area.</p>
<p><b>Rural Housing Code</b></p> <p>NO, the Rural Housing Code does not apply to land within the Inner West Local Government Area.</p>
<p><b>Greenfield Housing Code</b></p> <p>NO, the Greenfield Housing Code does not apply to land within the Inner West Local Government Area.</p>
<p><b>Commercial and Industrial (New Buildings and Additions) Code</b></p> <p><b>Lot 50 SP 64177:</b> <b>YES</b> Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p><b>Housing Alterations Code</b></p> <p><b>Lot 50 SP 64177:</b> <b>YES</b> Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p><b>General Development Code</b></p> <p><b>Lot 50 SP 64177:</b> <b>YES</b> Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p><b>Commercial and Industrial Alterations Code</b></p> <p><b>Lot 50 SP 64177:</b> <b>YES</b> Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p><b>Container Recycling Code</b></p> <p><b>Lot 50 SP 64177:</b> <b>YES</b> Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>

<p><b>Subdivisions Code</b></p> <p><b>Lot 50 SP 64177:</b> <b>YES</b> Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p><b>Demolition Code</b></p> <p><b>Lot 50 SP 64177:</b> <b>YES</b> Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p><b>Fire Safety Code</b></p> <p><b>Lot 50 SP 64177:</b> <b>YES</b> Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>



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

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

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

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

**5. Mine subsidence**

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

**NO**

**6. Road widening and road realignment**

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

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

**Lot 50 SP 64177:**

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

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

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

Land Slip	<b>NO</b>
Bushfire	<b>NO</b>
Tidal Inundation	<b>NO</b>
Subsidence	<b>NO</b>
Acid Sulphate Soils	<b>NO</b>
Any Other Risk (Other than Flooding)	<b>YES.</b> Council has adopted a policy which may restrict the development of the land if the potential for the risk of land contamination exists. This policy is the Comprehensive Inner West DCP 2016 for Ashbury, Ashfield, Croydon, Croydon Park, Haberfield, Hurlstone Park and Summer Hill refer to Section A14 Contaminated Land in Ashfield. Persons relying on this certificate should refer to this Development Control Plan to satisfy themselves that the land is suitable for the intended use.

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

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

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

(1) Whether or not development on the land or part of the land is within the flood planning area and subject to flood related development controls:

**Lot 50 SP 64177:**  
**YES.**

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

(2) Whether or not development on the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls:

**Lot 50 SP 64177:**  
**NO**

(3) Words and expressions in this clause — flood planning area has the same meaning as in the Floodplain Development Manual. Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005. probable maximum flood has the same meaning as in the Floodplain Development Manual.

**8. Land reserved for acquisition**

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

**Lot 50 SP 64177:**

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

**9. Contributions plans**

The name of each contributions plan applying to the land:

Ashfield Section 94 and Ashfield Section 94A Development Contributions Plans.

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

**9A. Biodiversity certified land**

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

The land **IS NOT** biodiversity certified land as defined under Part 8 of the *Biodiversity Conservation Act 2016*.

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

**10. Biodiversity stewardship sites**

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

The land **IS NOT** biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

### 10A. Native vegetation clearing set asides

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

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

### 11. Bush fire prone land

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

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

### 12. Property vegetation plans

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

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

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

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

**Lot 50 SP 64177:**

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

### 14. Directions under Part 3A

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

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

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

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

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

**Lot 50 SP 64177:**

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



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

### Lot 50 SP 64177:

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

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

## 17. Site compatibility certificates for affordable rental housing

### Lot 50 SP 64177:

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

## 18. Paper subdivision information

- (1) There **IS NOT** any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) There **IS NOT** any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

## 19. Site verification certificates

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

- a) the matter certified by the certificate, and

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

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

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

## 20. Loose-fill asbestos insulation

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

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

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

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

**NO**

(2) A statement of:

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

**NO**

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

**NO**

(3) In this clause:

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

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

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

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

**Lot 50 SP 64177 – NO**

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

**Lot 50 SP 64177 – NO**

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

**Lot 50 SP 64177 – NO**

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

**Lot 50 SP 64177 – NO**

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

**Lot 50 SP 64177 – NO**

**Information regarding outstanding notices and orders**

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

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

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

**General Information**

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

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

Any enquiries regarding State Environmental Planning Policies and should be directed to Planning and Environment. Please contact Council's Strategic Planning section for further information about this Planning Certificate.

**General Information**

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

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

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

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

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



**HARJEET ATWAL  
SENIOR MANAGER PLANNING**



Revenue

Enquiry ID 3533018  
Agent ID 81429403  
Issue Date 21 Jul 2021  
Correspondence ID 1730794433  
Your reference 190724

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.

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Land ID	Land address	Taxable land value
S64177/50	Unit 50, 586 PARRAMATTA RD CROYDON 2132	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 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.

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