

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	INFINITY PROPERTY AGENTS 38/112 McEvoy St, Alexandria NSW 2015	Phone: 02 9699 9179 Fax: Ref: Michael Kurosawa
co-agent	N/A	
vendor	ANDREA FRANCESCO GALANTE 1/2A HARRIS ST, ROSEBERY NSW 2018	
vendor's solicitor	LIGHTHOUSE LAW GROUP(inc.Scarfone & Co. Solicitors) PO Box 445 EARLWOOD NSW 2206	Phone: 02 9559 4222 Fax: Ref: SS.TS.G542/MN21395 Email: mail@scarfone.com.au
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	1 /2A HARRIS ST, ROSEBERY NSW 2018 (also known as 11/397-399 Gardeners Rd) Lot 11 SP93615 Folio Identifier: 11/SP93615	
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	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input 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 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		Phone: Fax: Ref: Email:
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date	(if not stated, the date this contract was made)	
buyer's agent		

vendor

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

witness

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

witness

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 30): PEXA

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

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

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

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

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

CIVIUM STRATA
1/13 George St,
NORTH STRATHFIELD NSW 2137

TEL: 9715 3999
EMAIL: robert.tan@civium.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:

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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</i> by a party;
<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 th 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 party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>
<i>solicitor</i>	in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<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 *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has *resold* the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make 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 *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within that time* and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgage 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*.

NOTICE - AUCTION CONDITIONS

In addition to any other conditions which may apply to the sale of the subject property by way of auction, the Vendor reserves the right in its absolute discretion to agree, at the request of a prospective bidder prior to the auction, to any variations to the provisions of the within contract as the Vendor sees fit, notwithstanding that such variations may only apply to that prospective bidder.

SPECIAL CONDITIONS FORMING PART OF THE CONTRACT
FOR THE SALE AND PURCHASE OF LAND 2019

VENDOR:	ANDREA FRANCESCO GALANTE
PURCHASER:	
DATED:	

33. PURCHASER'S ACKNOWLEDGEMENTS

- 33.1** Subject to any warranty deemed to have been given by the vendor pursuant to any legislation which cannot be excluded, the purchaser acknowledges that the property is being purchased in its present condition and state of repair and with any defects as regards to construction or repair of any improvements thereon and subjection to any infestation and dilapidation and as a result of the purchaser's own inspection and the purchaser further acknowledges that the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise in respect of the property or any part thereof or of any improvements thereon other than as expressly set out in this Contract. The purchaser shall not make any objection, requisition or claim for compensation in relation to or arising out of the state of repair or condition of the property or its suitability for any purpose or require the vendor to carry out any work in respect of the property.
- 33.2** The purchaser acknowledges that the provisions of this Contract constitute the full and complete agreement and understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining otherwise relating to the provisions of this Contract or binding on the parties hereto with respect of any of the matters to which this Contract relates.
- 33.3** The purchaser shall take title subject to all existing water, sewerage, drainage, electricity, gas, telephone, cable television or other installations and services (collectively called "the services") passing under, over or through the property and shall not make any objection, requisition or claim for compensation nor delay completion nor rescind or terminate this Contract in the event that:
- (a) any of the services passes through any other property;
 - (b) any services to any other property passes through the property;
 - (c) any roof or surface water drainage is connected to the sewers;
 - (d) the mains or pipes of any water, sewerage or drainage authority, pass through or penetrate the property; or
 - (e) any fence is not along the common boundary

34. REGISTRATION OF DISCHARGE OF MORTGAGE ETC.

On completion the purchaser shall accept a registrable form of discharge of any mortgage or withdrawal of any caveat or, in the case of any lease to which this agreement is not subject, surrender thereof together with any registration fees payable in respect thereof.

35. ADDITIONAL RESCISSION & TERMINATION RIGHTS

- 35.1** In this clause, the expression "party" shall be deemed to include any person comprising or included in the vendor or the purchaser.
- 35.2** If, prior to completion, either party should die or become subject to the provisions of the Mental Health Act or certified as insane or become incapable of managing his affairs, the other party shall be entitled to rescind this Contract by giving notice in writing to that effect to the other party whereupon the provisions of Clause 19 hereof shall apply.
- 35.3** If, prior to completion, the purchaser, being a natural person, becomes bankrupt or being a company, should have a Receiver, Administrator, Voluntary Administrator, Manager, Provisional Liquidator or Liquidator appointed, the vendor shall be entitled to terminate this contract.

36. REMOVAL OF CHARGES

Except as may otherwise be provided by legislation, the vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing and shall be entitled to serve a Notice to Complete on the purchaser notwithstanding that at the time such Notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

37. NOTICE TO COMPLETE

In the event that a party is entitled to serve a Notice to Complete it is agreed that:-

- (a) The notice make time of the essence of the agreement.
- (b) Completion is to be effected within a period of fourteen (14) days from the date of issue of the Notice and
- (c) Such period is fair and reasonable for the party being served to comply with the Notice.
- (d) In the event that the vendor is entitled to issue a Notice to Complete, the purchaser shall pay the sum of \$275.00 in respect of legal fees and other expenses incurred as a consequence of the delay, such fee to be allowed by the purchaser as an additional adjustment on completion.

38. INTEREST

In the event that completion does not take place by the completion date through no fault of the vendor, then the purchaser shall, on completion pay to the vendor interest at the rate of 8% per annum on the unpaid balance of the purchase price by way of liquidated damages such interest to be computed from the completion date until completion.

39. AGENT

The Purchaser warrants that he was not introduced to the property or to the Vendor by or through any real estate agent other than the agent named in this contract and that he has not had any dealings with any agent other than the named agent herein which may give rise to any claim against the Vendor by any agent other than the named agent. The Purchaser hereby indemnifies and keeps indemnified the Vendor in respect of any claim, demand, action, proceedings, damages, costs and expenses including legal costs on a solicitor/client basis in relation to such introduction or dealings, by any agent other than the named agent, arising from a breach of this warranty. This clause shall not merge on completion.

40. DEPOSIT BY INSTALMENTS

The deposit is payable in the following manner:-

- (a) As to the sum of [\$] upon the date of this Contract; and
- (b) As to the sum of [\$] prior to the expiration of the cooling-off period
- (c) As to the sum of [\$] upon the earlier of:
 - (i) [] days after the Contract date; and
 - (ii) Completion of this Contract.

41. ALTERATIONS

Notwithstanding any rule of law or equity to the contrary, each party hereby authorises its Solicitor herein named to make any alterations to this contract after it is signed by such party but prior to exchange of this contract, and any alterations shall be binding upon that party as if such alteration had been made before this contract was so signed by it.

42. CLAIM FOR COMPENSATION

Notwithstanding the provisions of Clause 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clause 8 hereof.

43. VENDOR NOT LIABLE FOR DELAY DAMAGES

The Vendor shall not be liable to the purchaser for any claim for compensation for damage which may be suffered by the purchaser in the event that this contract is completed after the completion date.

44. AMENDMENTS TO STANDARD CLAUSES

The following amendments are deemed to be made to the standard printed conditions of this contract:

- (a) in clause 1 "Definitions", in the definition of "settlement cheque", delete the words "a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia;" after the second bullet point;
- (b) delete "5%" in clause 7.1.1 and replace with "0.1%";
- (c) in clause 16.5, delete ", plus another 20% of that fee"
- (d) delete clause 16.8;
- (e) in clause 16.12, delete all words after "NSW"

45. CANCELLATION OF SETTLEMENT

In the event that settlement does not take place on the day on which it has been arranged, due to the fault of the purchaser or a party associated with the purchaser, the purchaser agrees to pay to the vendor's solicitors the sum of \$165.00 to cover the costs and disbursements of re-arranging settlement. Payment of such sum is an essential term of the contract and the vendor shall not be required to complete until the necessary adjustments have been made.

46. REQUISITIONS

The Purchaser agrees that the Requisitions on Title annexed to this Contract are the only form of general requisitions which it is entitled to make pursuant to Clause 5 however the Purchaser shall be entitled in accordance with Clause 5, to make specific requisitions on title not included in the general requisitions.

47. CONFLICT BETWEEN STANDARD CLAUSES AND SPECIAL CONDITIONS

If there is a conflict or inconsistency between the standard clauses of the Law Society copyright form of contract attached and these special conditions, these special conditions prevail to the extent of such conflict or inconsistency. The parties agree that should any special condition be held to be contrary to law, void or unenforceable, then such special condition shall be severed from this Contract and all remaining special conditions shall remain in full force and effect.

48. ERRORS IN ADJUSTMENTS

Each party agrees that if on completion of this Contract any adjustment required to be made under this Contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. The obligations contained in this clause are essential and shall not merge on completion.

Vendor

Purchaser

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: ANDREA FRANCESCO GALANTE
Purchaser:
Property: 1/2A HARRIS ST, ROSEBERY
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoing referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in

Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
 - (h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property? If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

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

- (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
 - (e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (ii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

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

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.

42. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
 - (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.



Revenue

Enquiry ID	3564986
Agent ID	81290352
Issue Date	13 Sep 2021
Correspondence ID	1733157372
Your reference	GALANTE G542/21395

GLOBALX INFORMATION PTY LTD
GPO Box 2746
BRISBANE QLD 4001

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S93615/11	Unit 11, 397-399 GARDENERS RD ROSEBERY 2018	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.

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.

Contact details



Read more about Land Tax and use our online service at 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.

Statement of Cover

HTC Contracting Pty Ltd

56 Chesterfield Pde
BRONTE NSW 2024

HIA INSURANCE SERVICES (NSW)

4 BYFIELD STREET
NORTH RYDE NSW 2113

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Certificates Register will also notify you if any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by the NSW Self Insurance Corporation who is responsible for management of the Home Building Compensation Fund.

In respect of Single Dwelling Alterations / Additions - Structural

At 397-399 Gardeners Road
ROSEBERRY

Homeowner Jim Spellson

Carried out by HTC Contracting Pty Ltd

Licence Number 260734C

Contract Sum \$140,000.00

Contract Date 08/05/2016

Premium Paid \$1,007.16

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary.

This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Issued on the 28/06/2016

Issued by QBE Insurance (Australia) Limited

On behalf of **NSW Self Insurance Corporation (ABN 97 369 689 650)**

Our Ref: T Debeck/DA11/275



29 July 2016

Jim Spellson
Swanwick Pty Ltd
48 Cecil Street
PADDINGTON NSW 2021

Dear Sir,

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
SECTION 109 H
ISSUE OF INTERIM OCCUPATION CERTIFICATE
PROPERTY : 397-399 Gardeners Road, Rosebery

Pursuant to the provisions of Section 109 H of the Environmental Planning and Assessment Act 1979 Interim Occupation Certificate No.11/275-IOC1 is hereby issued in relation to the use of unit 1 as a one bedroom residential apartment.

The certificate, which is annexed under cover hereto is issued in conjunction with Development Application No.11/275.

Yours faithfully

A handwritten signature in black ink, appearing to read "Tim Debeck".

TIM DEBECK
SENIOR BUILDING SURVEYOR
CITY PLANNING & ENVIRONMENT
Accreditation No. BPB1350

Administration Centre, 141 Coward Street, Mascot NSW 2020 (PO Box 331 Mascot NSW 1460)

Telephone: (02) 9366 3666 Facsimile: (02) 9366 3777

E-mail: council@botanybay.nsw.gov.au Internet: <http://www.botanybay.nsw.gov.au>

G:\Archive Files\Arch_2016\Compliance\OCs\July\11 275 397-399 Gardeners Rd Rosebery iocL.doc



INTERIM OCCUPATION CERTIFICATE

Issued under the Environmental Planning and Assessment Act 1979
Sections 109C(1) and 109H

Certificate No.	:	11/275-IOC1
Type of Certificate	:	Interim Occupation Certificate
Applicant	:	Swanwick Pty Ltd
Applicant Address	:	48 Cecil Street PADDINGTON NSW 2021
Owner	:	The Owners of SP 82647
Development Consent No.	:	11/275
Date of Determination of Development Consent	:	27 March 2015
Construction Certificate Number	:	11/275-CC1 issued by Mr T DeBeck
Date of Issue of Construction Certificate	:	19 November 2015
Location of Development Site	:	397-399 Gardeners Road, Rosebery
Building Details	:	<ul style="list-style-type: none">• Part of building – Unit 1• Building Code of Australia Class 2• Description – Use of unit 1 as a one bedroom residential apartment.
Date of Receipt	:	10 June 2016

Determination	:	<ul style="list-style-type: none">• This Certificate has been issued as APPROVED.• The Certificate is issued without conditions.
Date of Determination	:	29 July 2016
Attachments	:	<p>Interim Fire Safety Certificate (unit 1) prepared by John Darvill of HTC Builders and dated 27 July 2016.</p> <p>Annual Fire Safety Statement – Compliance Certificate prepared by LMP Fire Protection Pty Ltd and dated 14 June 2016.</p>
Documents Relied Upon	:	1. Annual Fire Safety Statement - Compliance Certificate prepared by LMP Fire Protection Pty Ltd and dated 14 June 2016.

2. Airborne Noise Compliance Testing Report prepared by Koikas Acoustics, Ref No. 2870C20160719mfc2A Harris St Rosebery and dated 19 July 2016.

3. Plumbing Certificate prepared by Jalal Farhat, Ref No. E029131 and dated 1 March 2016.

4. BASIX Compliance Certificate (unit 1) prepared by HTC Builders and dated 3 July 2016.

5. Certificate for smoke alarms and mechanical ventilation (unit 1) prepared by Michael Leondis and dated 16 March 2016.

6. Certificate for shower screens (unit 1) prepared by Diamond Tannous and dated 24 Mar 2016.

7. Certificate for fire rated wall construction, prepared by HTC Builders and dated 4 May 2016.

8. Waterproofing Certificate (unit 1) prepared by HTC Builders and dated 8 May 2016.

9. Plumbing Certificate – Stormwater Drainage, prepared by Jalal Farhat.

10. Glazing Certificate (unit 1), prepared by National Aluminium and dated 6 April 2016.

11. Aircraft Noise Compliance Testing Report (unit 1), prepared by Koikas Acoustics,
Ref No. 2870C20160506mfc397-399 Gardeners Rd Rosebery

Inspections :

1. Waterproofing inspection (unit 1) undertaken by Mr T DeBeck on 5 February 2016.
2. Waterproofing inspection (unit 2) undertaken by Mr T DeBeck on 2 June 2016.
3. Final inspections (unit 1) undertaken by Mr T DeBeck on 21 March 2016 & 2 June 2016.

Right of Appeal :

Under s. 109K where the certifying authority is a Council an applicant may appeal to the Land and Environment Court against the refusal to issue an occupation certificate, but only within 12 months from the date of the decision.

Certificate :

The Botany Bay City Council certifies that :

- It has been appointed as the Principal Certifying Authority under Section 109E.
- A Development Consent is in force with respect to the building.

- A Construction Certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, an Interim Fire Safety Certificate has been issued for the building.
- Where required, a report from the Commissioner of Fire Brigades has been considered.

Note: The health and safety of the occupants of the building have been taken into consideration for the issue of the Interim Occupation Certificate.



TIM DEBECK
SENIOR BUILDING SURVEYOR
CITY PLANNING & ENVIRONMENT
Accreditation No. BPB1350



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/SP93615

SEARCH DATE	TIME	EDITION NO	DATE
8/9/2021	12:06 PM	4	31/1/2020

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

LAND

LOT 11 IN STRATA PLAN 93615
AT ROSEBERY
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

ANDREA FRANCESCO GALANTE (CN AP870523)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP82647
- 2 AP870524 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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PRINTED ON 8/9/2021



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP82647

SEARCH DATE	TIME	EDITION NO	DATE
13/9/2021	6:22 PM	4	31/1/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 82647
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ROSEBERY
LOCAL GOVERNMENT AREA BAYSIDE
PARISH OF BOTANY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP82647

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 82647
ADDRESS FOR SERVICE OF DOCUMENTS:
397-399 GARDENERS ROAD
MASCOT
NSW 2020

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H613726 CROSS EASEMENTS FOR PARTY WALLS (S. 88BB
CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALL SHOWN
IN CP/SP82647
- 3 SP98452 INITIAL PERIOD EXPIRED
- 4 AN964815 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 82647

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- SP93615	2	- SP93615	3	- SP93615	4	- SP98452
5	- 5	6	- SP98452	7	- SP98452	8	- 10
9	- 10	10	- 10				

STRATA PLAN 93615

LOT	ENT	LOT	ENT
11	- 12	12	- 12

STRATA PLAN 98452

LOT	ENT	LOT	ENT	LOT	ENT
13	- 11	14	- 7	15	- 8
				16	- 15

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP82647

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

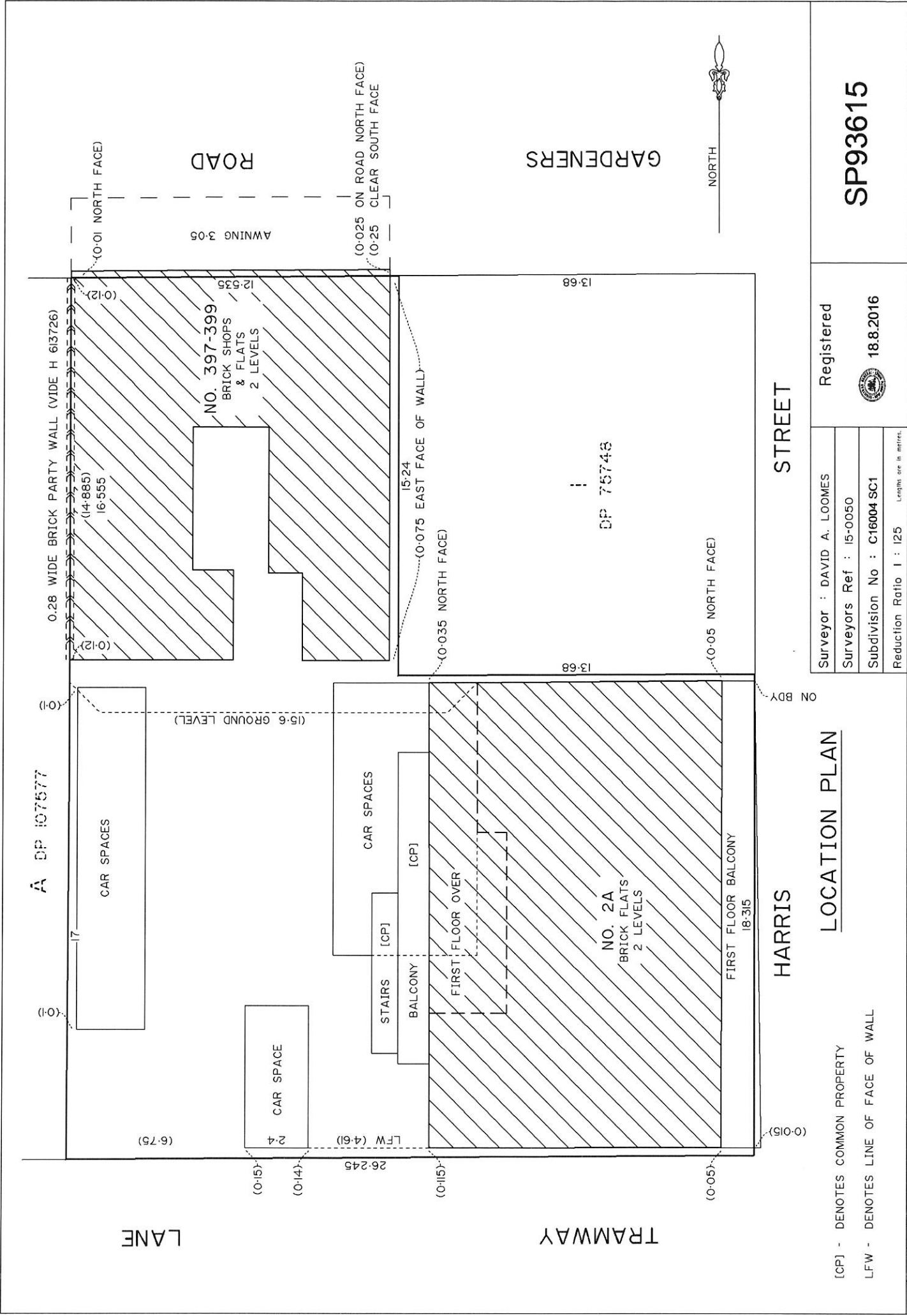
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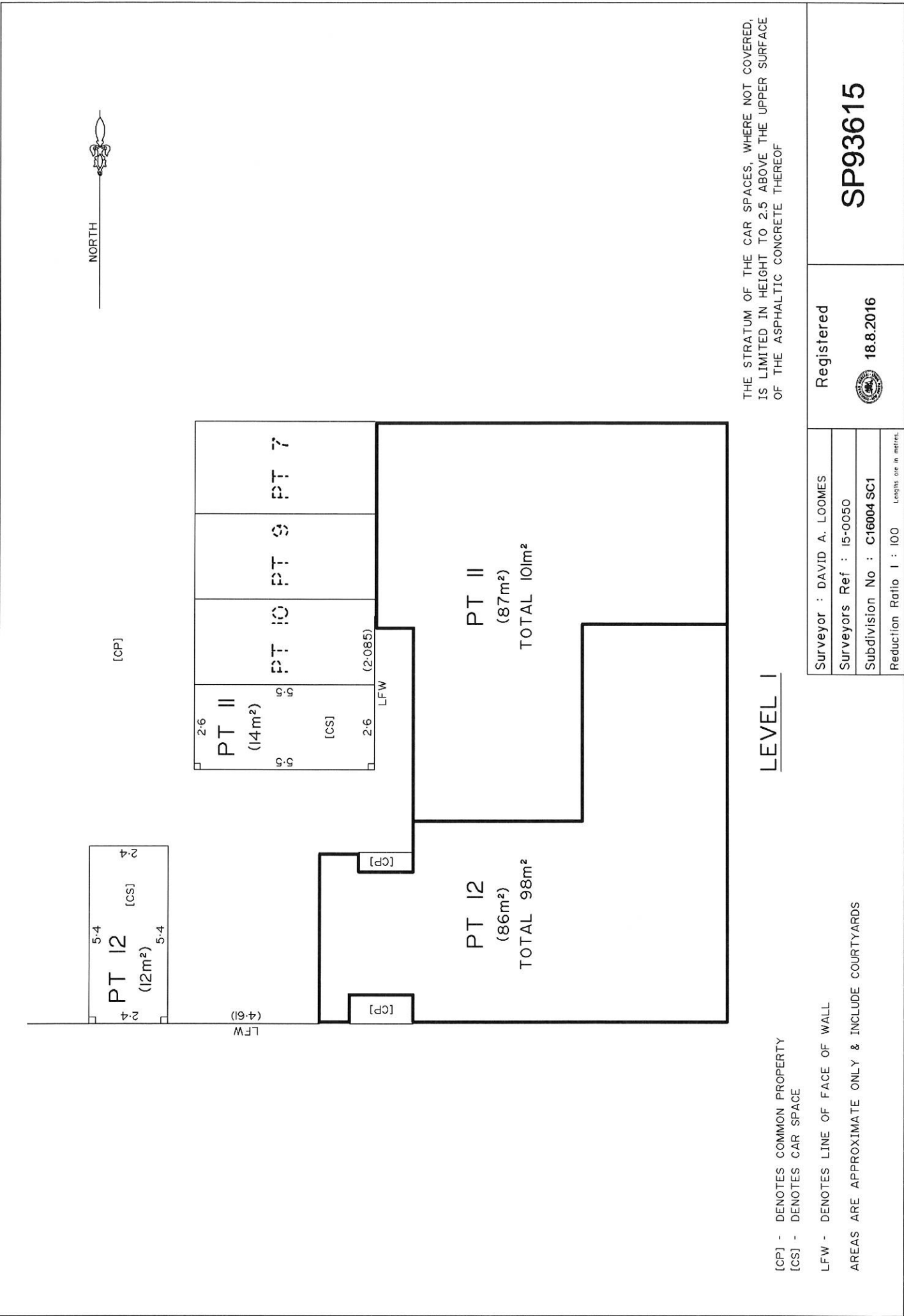
Obtained from NSW LRS on 13 September 2021 06:22 PM AEST

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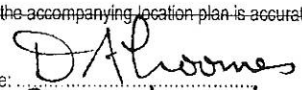
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. GlobalX hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 596, www.globalx.com.au an approved NSW Information Broker.



LOCATION PLAN		Surveyor : DAVID A. LOOMES			Registered	SP93615
		Surveyors Ref : IS-0050				
		Subdivision No : C16004 SC1				
		Reduction Ratio 1 : 125				
		Lengths are in metres.				



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

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 14 sheet(s)
Office Use Only	Office Use Only	
Registered:  18.8.2016 Purpose: STRATA SUBDIVISION	SP93615	
PLAN OF SUBDIVISION OF LOTS 1, 2 & 3 AND COMMON PROPERTY SP82647	LGA: BOTANY BAY Locality: ROSEBERY Parish: BOTANY County: CUMBERLAND	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;">Strata Certificate (Approved Form 5)</p> <p>(1) *The Council of <u>THE CITY OF BOTANY BAY</u>..... *The Accredited Certifier..... Accreditation No. has made the required inspections and is satisfied that the requirements of; *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012, *(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 31 of the Strata Schemes (Leasehold Development) Regulation 2012, have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>*(4) The building encroaches on a public place and; *(a) The Council does not object to the encroachment of the building beyond the alignment of..... *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>*(5) This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date..... <u>16 MAY 2016</u>..... Subdivision No. <u>C 16 004 SCI</u>..... Relevant Development Consent No. <u>CDC 16 004</u>..... issued by..... <u>COUNCIL</u>.....  Authorised Person /General Manager/Accredited Certifier</p> <p>* Strike through if inapplicable. ^ Insert lot numbers of proposed utility lots.</p> </div> <div style="width: 50%;"> <p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p>The Owners – Strata Plan No 93615 397 – 399 GARDNERS ROAD, ROSEBERY, NSW, 2048.</p> <p>The adopted by-laws for the scheme are: *^...MIXED USE Model By-laws. *together with, Keeping of animals: Option *A/*B/*C *By-laws in _____ sheets filed with plan. * strike out whichever is inapplicable ^ Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)</p> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;">Surveyor's Certificate (Approved Form 3)</p> <p>I, DAVID A. LOOMES OF PETER BOLAN & ASSOCIATES PTY LTD 501/447 KENT STREET, SYDNEY, NSW, 2000 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:</p> <p>(1) Each applicable requirement of * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met * Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;</p> <p>*(2) *(a) The building encroaches on a public place; *(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^..... to permit the encroachment to remain.</p> <p>*(3) The survey information recorded in the accompanying location plan is accurate.</p> <p style="text-align: right;">Signature:  Date: <u>13 April 2016</u></p> <p>* Strike through if inapplicable. ^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement</p> </div> <div style="width: 50%;"> <p>Use STRATA PLAN FORM 3A for certificates, signatures and seals</p> </div> </div>		
SURVEYOR'S REFERENCE: 15-0050		

STRATA PLAN FORM 3 (PART 2)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET Sheet 2 of 14 sheet(s)

Office Use Only

PLAN OF SUBDIVISION OF LOTS 1, 2 & 3
AND COMMON PROPERTY SP82647

SP93615

Office Use Only

Registered: 18.8.2016



Strata Certificate Details: Subdivision No: C 16 004 SC1 Date: 16 MAY 2016

SCHEDULE OF UNIT ENTITLEMENT

(If space is insufficient use additional annexure sheet)

LOT	UNIT ENTITLEMENT	
4	10	SP82647
5	10	SP82647
6	10	SP82647
7	10	SP82647
8	10	SP82647
9	10	SP82647
10	10	SP82647
11	15	
12	15	
AGGREGATE	100	

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(If space is insufficient use additional annexure sheet)

SWANWICK PTY. LIMITED

ACN 008 554 961

JAMES SPELLSON, DIRECTOR

LEON SPELLSON, DIRECTOR

LJS FAMILY SUPERANNUATION PTY LTD. ACN 604 417 503

LEON SPELLSON, DIRECTOR

JAMES SPELLSON, DIRECTOR

THE OWNERS CORPORATION STRATA PLAN 82647

TONY FORESHEW,
DIRECTOR CIVIUM
HOLDINGS (NSW) P/L
T/A CIVIUM STRATA
PEOPLE MANAGING AGENTS

SURVEYOR'S REFERENCE: 15-0050

STRATA PLAN ADMINISTRATION SHEET Sheet 3 of 34 sheet(s)

PLAN OF SUBDIVISION OF LOTS 1, 2 & 3
AND COMMON PROPERTY SP82647

SP93615

Office Use Only

Registered:



18.8.2016

Office Use Only

Strata Certificate Details: Subdivision No: C 16 004 SC1 Date: 16 MAY 2016

CERTIFICATE THAT OWNERS CORPORATION
AGREES TO SCHEDULE OF UNIT ENTITLEMENT

THE OWNERS - STRATA PLAN No. 82647 CERTIFIES THAT ON [^]THIRD OF MAY 2016 IT PASSED A SPECIAL RESOLUTION AGREEING TO EACH PROPOSED UNIT ENTITLEMENT AND THE PROPOSED AGGREGATE UNIT ENTITLEMENT SHOWN IN THE SCHEDULE ATTACHED TO THIS CERTIFICATE

CERTIFICATE RE INITIAL PERIOD

1. THE OWNERS - STRATA PLAN No. 82647 HEREBY CERTIFIES THAT IN RESPECT OF THEIR STRATA SCHEME THAT;
 - * (A) THE LOCAL COUNCIL OR ACCREDITED CERTIFIER ISSUED A STRATA CERTIFICATE CONSENTING TO A SUBDIVISION ON [^]
 - * (B) ~~THE LOCAL COUNCIL OR ACCREDITED CERTIFIER ISSUED A STRATA CERTIFICATE CONSENTING TO A NOTICE OF CONVERSION ON [^]~~
 - * (C) ~~THE OWNERS CORPORATION ISSUED A CERTIFICATE INDICATING THE PASSING OF A SPECIAL RESOLUTION AUTHORISING THE EXECUTION OF A DEALING ON [^] AND,~~
2. *THE INITIAL PERIOD EXPIRED BEFORE THE ABOVE DATE.
3. ~~*AT THE ABOVE DATE THE ORIGINAL PROPRIETOR OWNED ALL OF THE LOTS IN THE STRATA SCHEME AND ANY PURCHASER UNDER AN EXCHANGED CONTRACT FOR PURCHASE OF A LOT IN THE STRATA SCHEME CONSENTED TO ANY PLAN OR DEALING THAT IS BEING LODGED ALONG WITH THIS CERTIFICATE.~~

CERTIFICATE OF OWNERS CORORATION

THE OWNERS - STRATA PLAN No. 82647 CERTIFIES THAT ON [^]THIRD OF MAY 2016 IT PASSED A SPECIAL RESOLUTION CONSENTING TO THE SUBDIVISION ILLUSTRATED ON THE PLAN HEREWITH

THE COMMON SEAL OF OWNERS STRATA PLAN No. 82647 WAS HEREUNTO AFFIXED ON [^]THIRD OF MAY 2016 IN THE PRESENCE OF JAMES SPELLSON AND TONY FORESHEW BEING THE PERSON(S) AUTHORISED BY SECTION 238 OF THE STRATA SCHEMES MANAGEMENT ACT 1996 TO ATTEST THE AFFIXING OF THE SEAL

James Spellson *Tony Foreshew*

[^] INSERT APPROPRIATE DATE

* STRIKE OUT WHICHEVER IS INAPPLICABLE

SURVEYOR'S REFERENCE: 15-0050

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOTS 1, 2 & 3
AND COMMON PROPERTY SP82647

Office Use Only

SP93615

Office Use Only

Registered:



18.8.2016

Strata Certificate Details: Subdivision No: C16004 SC1 Date: 16 MAY 2016

Approved Form 9

Certificate of Owners Corporation

The Owners - Strata Plan No. 82647 certifies that:

- (1) On ^ 3 May 2016 it passed a special resolution agreeing to the execution of the ~~dealing or plan~~
 "Subdivision of Lots 1, 2 & 3 and Common Property SP82647 pursuant to section 28(4) Strata Schemes
 (Freehold Development) Act 1973 or section 32(4) Strata Schemes (Leasehold Development) Act 1986;
- (2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 or section
 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986 have been complied with in respect of
 the said ~~dealing or plan~~.

The common seal of the Owners - Strata Plan No 82647..... was hereunto affixed on ^3 May 2016 in the
 presence of Tony Foreshow and James Spellson
 being the person (s) authorised by section 238 Strata Schemes
 Management Act 1996 to attest the affixing of the seal.

[Signature]
[Signature]

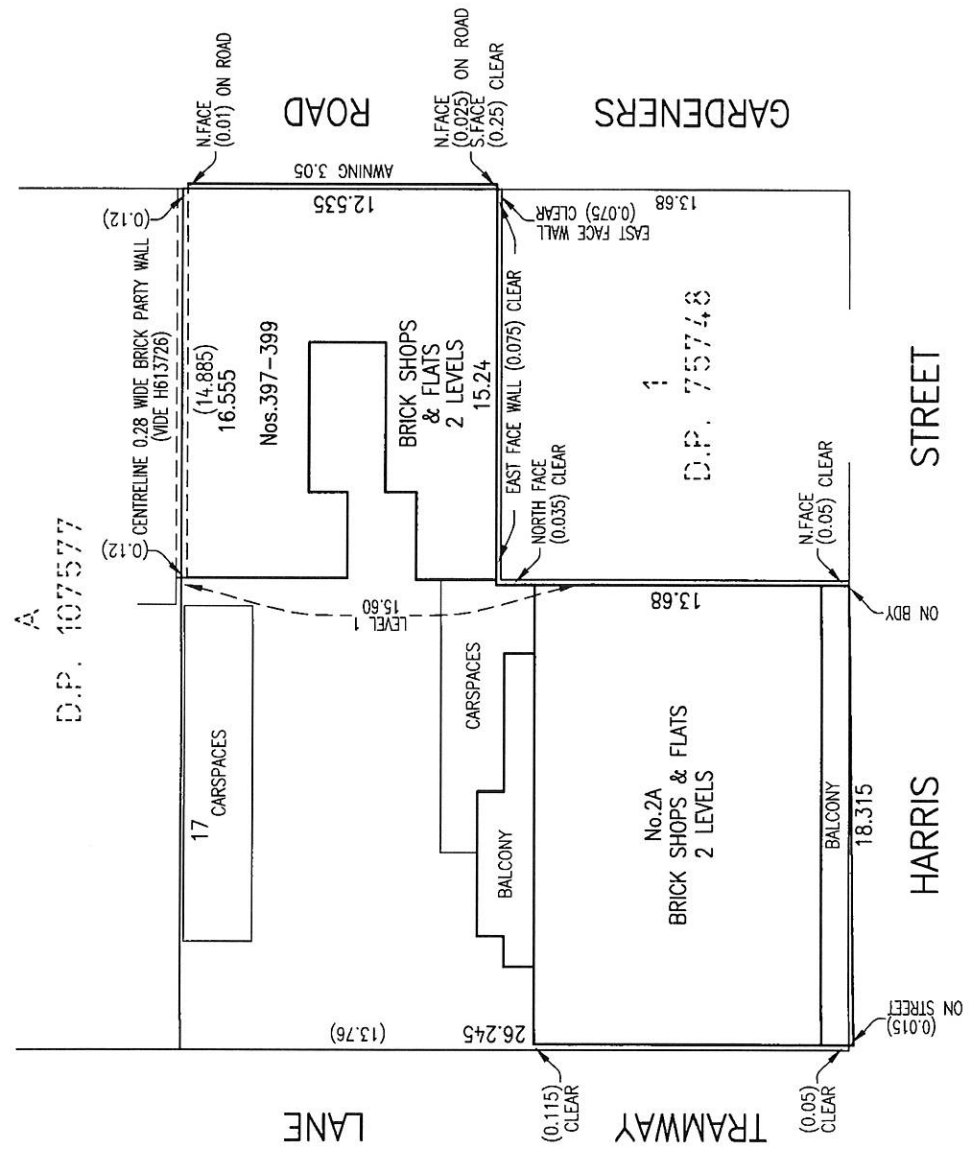
Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.

^ Insert the applicable date.



SURVEYOR'S REFERENCE: 15-0050

LOCATION PLAN



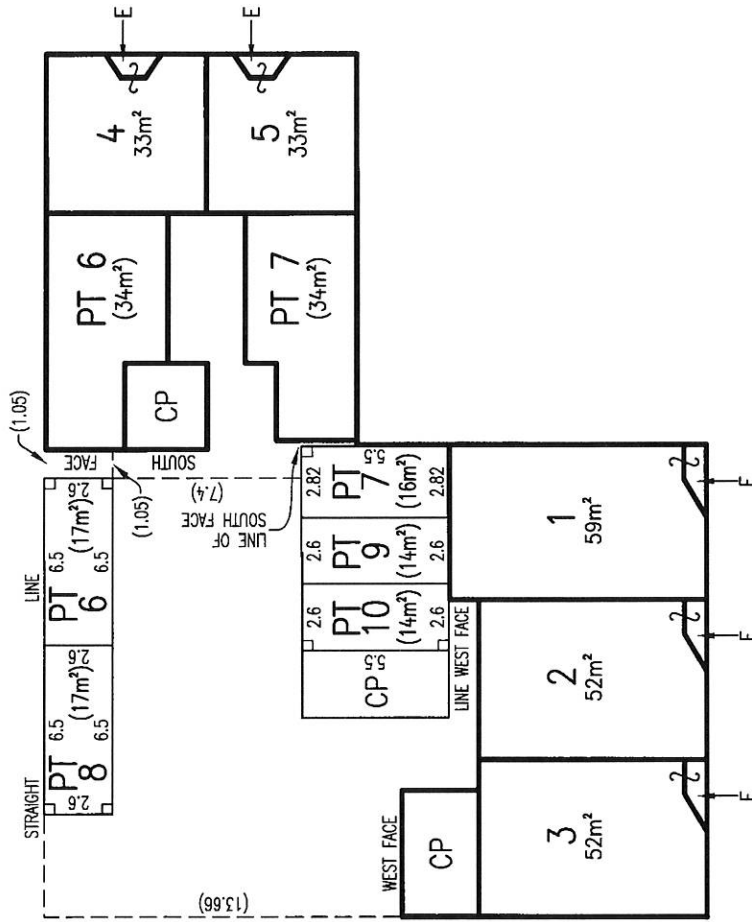
NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.
THE AREAS BELOW STAIRS FORM PART OF THE RESPECTIVE LOT.



REGISTERED
14.9.2009

Surveyor: DENNY LINKER
Surveyor's Ref: 090520 SP
Subdivision No: 2009
Lengths are in metres. Reduction Ratio 1: 200(A3)

LEVEL 1



- DENOTES 90°
- CP — DENOTES COMMON PROPERTY
- E — DENOTES COVERED ENTRY

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.

THE AREAS BELOW STAIRS FORM PART OF THE RESPECTIVE LOT.

THE STRATUM OF THE CARSPACES, WHERE NOT COVERED, IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THE ASPHALTIC CONCRETE THEREOF

Surveyor: DENNY LINKER
Surveyor's Ref: 090520 SP
Subdivision No: 2009
Lengths are in metres. Reduction Ratio 1:200(A3)

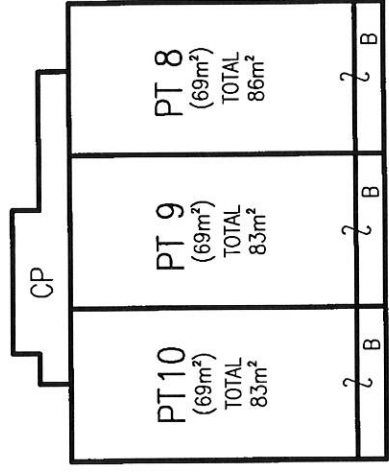
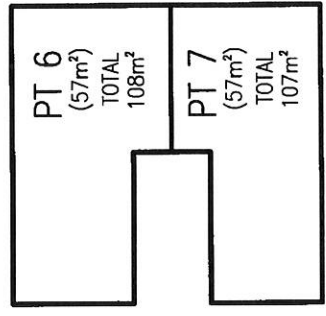
REGISTERED



14.9.2009

SP82647

LEVEL 2



B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

NOTE:
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.

THE AREAS BELOW STAIRS FORM PART OF THE RESPECTIVE LOT.

THE STRUTUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Surveyor: DENNY LINKER Surveyor's Ref: 090520 SP Subdivision No: 2009 Lengths are in metres. Reduction Ratio 1: 200(A3)	REGISTERED 14.9.2009	SP82647
--	-----------------------------	---------

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 23 sheet(s)

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

The Owners - Strata Plan No 82647
Nos.397-399 GARDENERS ROAD, MASCOT 2020
~~No.2 HARRIS STREET, MASCOT 2020~~

EXECUTED by
SWANWICK PTY LTD
ACN 008 554 961
pursuant to Sec.127
Corporations Act, 2001
in the presence of:
At Sydney 2nd July 2009
Director
JAMES SPELLSON
Director
BRIAN VOGEL

~~*(insert type being adopted) Model by laws adopted for this scheme~~
~~*Keeping of animals: Option A/B/C~~
~~*Schedule of By-laws in 6 sheets filed with plan~~
~~*No By-laws apply~~
~~*strike out whichever is inapplicable~~



SP82647 S

Registered: 14.9.2009

Purpose: STRATA PLAN

**PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1141545
(BEING A REDEFINITION PLAN OF LOT B D.P.107577)**

*** Strata Certificate**

* Name of Council/ Accredited Certifier BOTANY BAY
being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

* strata plan/ ~~strata plan of subdivision~~

illustrated in the annexure to this certificate.

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

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

* The Council does not object to the encroachment of the building beyond the alignment of

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment. *

* This approval is given on the condition that the use of lot (s).....
..... (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date 22 June 2009

Subdivision No. 2009

Accreditation No. —

Relevant Development Consent No. 1690

Issued by COUNCIL

Paul S. Sloggett
Authorised Person /General Manager/Accredited Certifier

* Complete or delete if applicable.

LGA: BOTANY BAY

Locality: ~~MASCOT~~ ROSEBERY

Parish: BOTANY

County: CUMBERLAND

Surveyor's Certificate

I, DENNY LINKER

of DENNY LINKER & Co.,
Level 5, 17 RANDLE ST, SURRY HILLS. 2010

a surveyor registered under the Surveying Act, 2002, hereby certify that:

- (1) each applicable requirement of
 - * Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
 - ~~* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~
 has been met;
- (2) (a) the building encroaches on a public place;
~~(b) the building encroaches on land (other than a public place) in respect of which encroachment an appropriate easement:~~
 - * has been created by registered +
 - ~~* is to be created under section 88B of the Conveyancing Act 1919~~
- (3) * the survey information recorded in the accompanying location plan is accurate.

Signature: *[Signature]*

Date: 2/12/1987 & 12/6/2009

* Delete if inapplicable
+ State whether dealing or plan, and quote registered number.

SURVEYORS REFERENCE: 090520 SP

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

* SEE SHEET 3 FOR STRATA CERTIFICATE

* OFFICE USE ONLY

AMENDED IN LPI AT SURVEYORS REQUEST PRIOR TO REGISTRATION

STRATA PLAN FORM 5 (Part 4) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 13 sheet(s)

PLAN OF SUBDIVISION OF LOT ~~B IN D.P.107577~~
1 IN DP1141545

SP82647

Registered:  14.9.2009

Strata Certificate Details: Subdivision No: 2009

Date: ~~22 June 2009~~
3.9.2009

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT	UE
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
AGGREGATE	10

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(if insufficient space use additional annexure sheet)

Mortgagee under Mortgage No. X 281690Signed at Sydney this 7th day ofJuly 2009 for National
Australia Bank Limited ABN 12 004 044 937by AMY CHAI
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512Level 2 AttorneyWitness/Bank Officer PHILIP HEDONAL
255 George Street, Sydney NSW CASEY

SURVEYORS REFERENCE: 090520 SP

* OFFICE USE ONLY

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

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

The Owners - Strata Plan No

Nos.397-399 GARDENERS ROAD, MASCOT 2020

No.2 HARRIS STREET, MASCOT 2020

SP82647

Registered:  14.9.2009

Purpose: STRATA PLAN

**PLAN OF SUBDIVISION OF LOT 1 IN D.P.
(BEING A REDEFINITION PLAN OF LOT B D.P.107577)**

*(insert type being adopted) **Model by-laws adopted** for this scheme

*Keeping of animals: Option A/B/C

*Schedule of By-laws in _____ sheets filed with plan

*No By-laws apply

* strike out whichever is inapplicable

Strata Certificate

* Name of Council/ Accredited Certifier..... BOTANY BAY.....
being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or *Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

* strata plan/ ~~strata plan of subdivision~~

illustrated in the annexure to this certificate.

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

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

* The Council does not object to the encroachment of the building beyond the alignment of

GARDENERS ROAD

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

~~* This approval is given on the condition that the use of lot (s).....
(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date..... 3 September 2009

Subdivision No..... 2009

Accreditation No.....

Relevant Development Consent No..... 1690

Issued by..... COUNCIL



Authorised Person /General Manager/Accredited Certifier

* Complete or delete if applicable.

LGA: BOTANY

Locality: MASCOT

Parish: BOTANY

County: CUMBERLAND

Surveyor's Certificate

I, DENNY LINKER

of DENNY LINKER & Co.,
Level 5, 17 RANDLE ST, SURRY HILLS. 2010

a surveyor registered under the Surveying Act, 2002, hereby certify that:

(1) each applicable requirement of

*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973

~~*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~

has been met;

(2) (a) the building encroaches on a public place;

~~(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~

*has been created by registered +

~~is to be created under section 88B of the Conveyancing Act 1919~~

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

Signature:

Date:

* Delete if inapplicable

* State whether dealing or plan, and quote registered number.

SURVEYORS REFERENCE: 090520 SP

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

THIS SHEET FOR STRATA CERTIFICATE ONLY

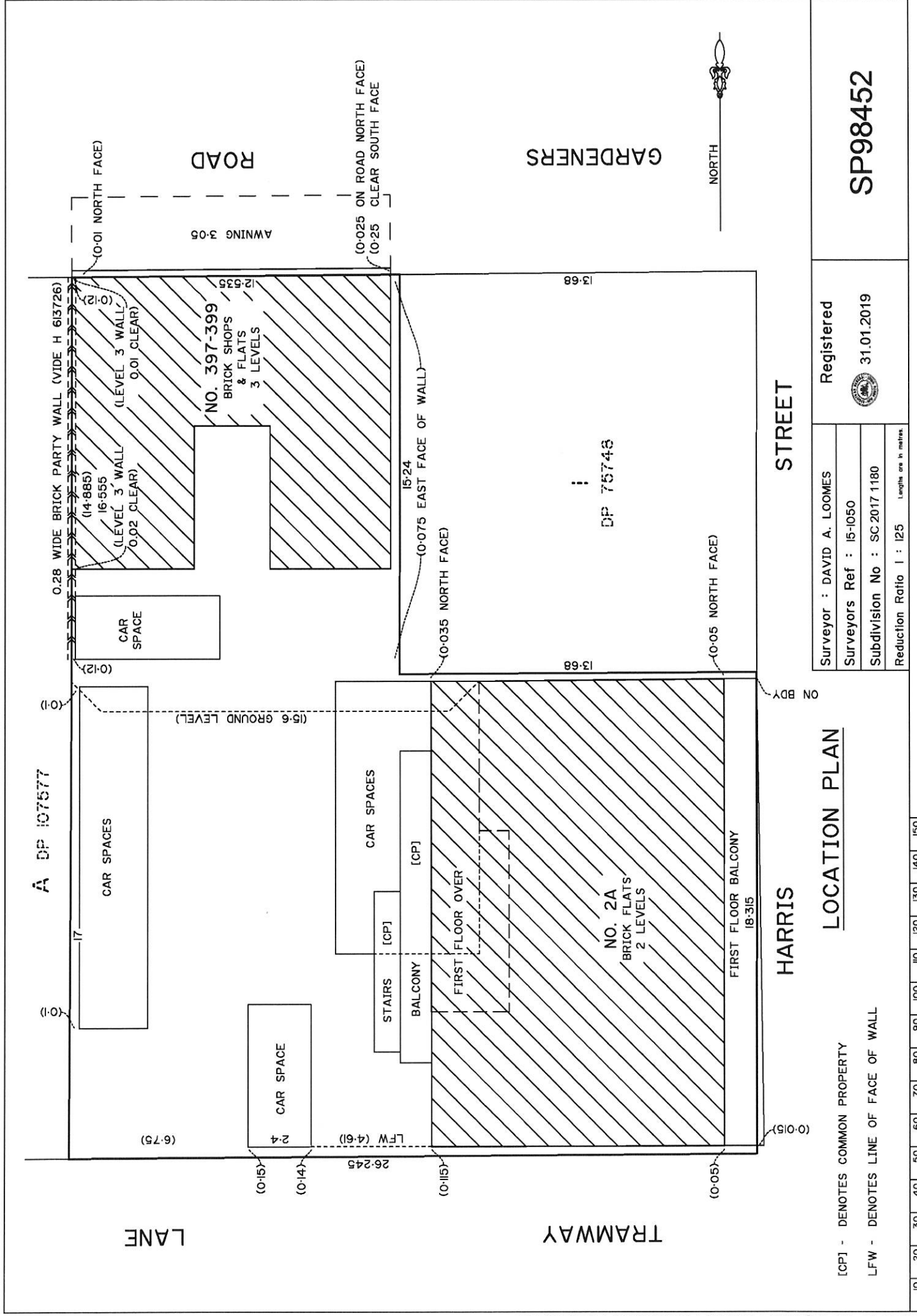
* OFFICE USE ONLY

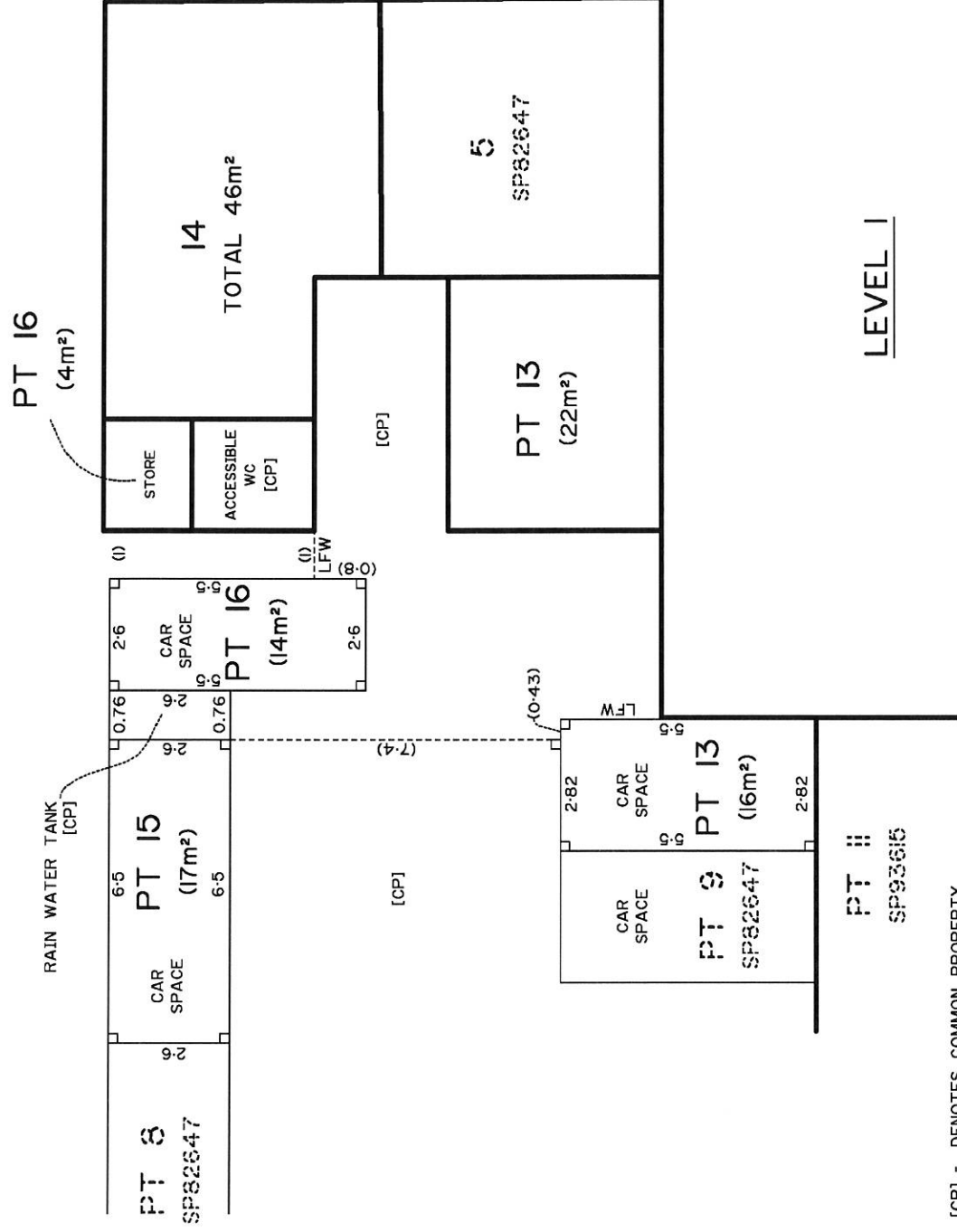
AMENDED IN LPI AT SURVEYORS REQUEST PRIOR TO REGISTRATION

Sheet 1 of 3 sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2 (A3)





LEVEL I

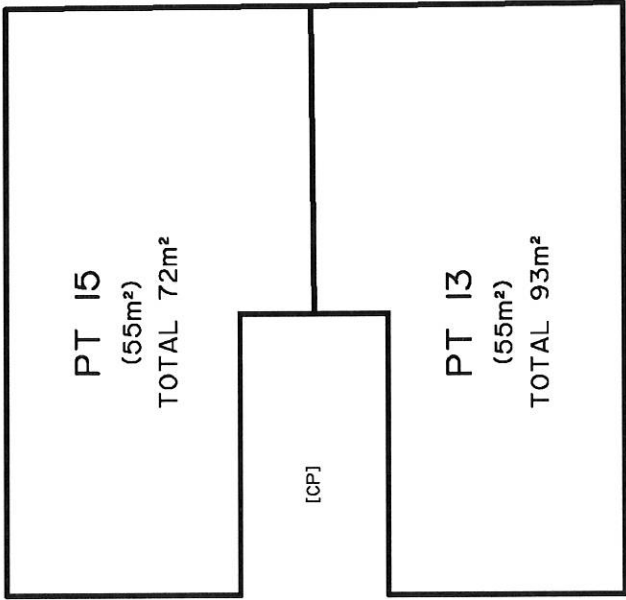
THE STRATUM OF THE CAR SPACE, WHERE NOT COVERED, IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE ASPHALTIC CONCRETE THEREOF

[CP] - DENOTES COMMON PROPERTY
LFW - DENOTES LINE OF FACE OF WALL
WC - DENOTES WATER CLOSET

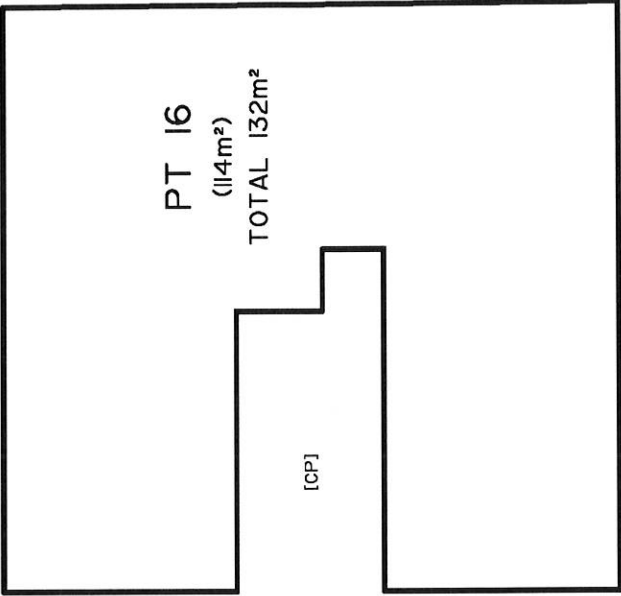
AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

Surveyor : DAVID A. LOOMES
Surveyors Ref : 15-1050
Subdivision No : SC 2017 1180
Reduction Ratio 1 : 100 Lengths are in metres.

SP98452



LEVEL 2



LEVEL 3

[CP] - DENOTES COMMON PROPERTY



AREAS ARE APPROXIMATE ONLY AND HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.


Surveyor : DAVID A. LOOMES
Surveyors Ref : IS-1050
Subdivision No : SC 2017 1180
Reduction Ratio 1 : 100
Lengths are in metres

Registered
31.01.2019

SP98452

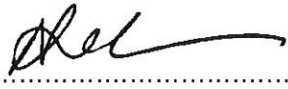
10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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SP FORM 3.04		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)	
Office Use Only		Office Use Only			
Registered:  31.01.2019		SP98452			
STRATA PLAN OF SUBDIVISION OF: LOTS 4, 6 & 7 AND COMMON PROPERTY IN SP82647		LGA: BAYSIDE Locality: ROSEBERY Parish: BOTANY County: CUMBERLAND			
This is *FREEHOLD/*LEASEHOLD Strata Scheme					
Surveyor's Certificate			Strata Certificate (Council)		
<p>I DAVID A LOOMES of PETER BOLAN & ASSOCIATES PTY LTD, 6 MARINA PLACE BELROSE NSW 2085 , being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p>*(a) a public place</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</p> <p>Signature: </p> <p>Date: 26-06-2018</p> <p>Surveyor ID: 1490</p> <p>Surveyor's Reference: 15-1050</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>			<p># <u>BAYSIDE COUNCIL</u></p> <p>certifies that in regards to the strata plan with this certificate, it has made the required inspections and is satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 54 or 55 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme</p> <p>*(b) The building encroaches on a public place, it complies with section 62(2) <i>Strata Schemes Development Act 2015</i> and the council does not object to the encroachment.</p> <p>*(c) This certificate is given on the condition that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference: <u>SC 2017 1180</u></p> <p>Relevant Planning Approval No.: <u>PA 2017 1180</u></p> <p>issued by: <u>BAYSIDE COUNCIL</u></p> <p>Signed by: <u>Luis Melim</u></p> <p>being the *Authorised Person, *General Manager</p> <p>Signature: <u>L. Melim</u></p> <p>Date: <u>18-09-2018</u></p> <p><small># Insert the name of the local council</small></p> <p><small>^ Insert lot numbers of proposed utility lots</small></p>		
* Strike through if inapplicable					

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  31.01.2019		SP98452

VALUER'S CERTIFICATE

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


Signature:  Date 8 August 2018

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	
5	5	SP82647
8	10	SP82647
9	10	SP82647
10	10	SP82647
11	12	SP93615
12	12	SP93615
13	11	
14	7	
15	8	
16	15	
AGGREGATE	100	

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBE	ROAD NAME	ROAD TYPE	LOCALITY NAME
13	1	397	GARDENERS	ROAD	ROSEBERY
14		399	GARDENERS	ROAD	ROSEBERY
15	1	399	GARDENERS	ROAD	ROSEBERY
16	2	397-399	GARDENERS	ROAD	ROSEBERY



SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  31.01.2019	SP98452	

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

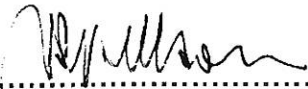
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see section 22 Strata Schemes Development Act 2015

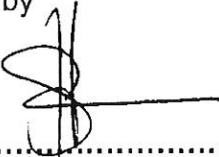
PURSUANT TO SEC 88B OF THE CONVEYANCING ACT, 1919 IT IS INTENDED TO CREATE:

1. RESTRICTION ON USE OF LAND

Signed on behalf of Swanwick Pty Limited ACN 008 554 961

in accordance with section 127 of the Corporations Act 2001 by


.....
James Spellson, Director

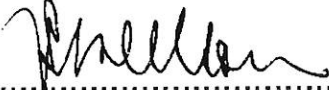

.....
Leon Spellson, Director

The seal of **The Owners - Strata Plan No 82647** was affixed on 28th August 2018
in the presence of the following person(s) authorised by section 273 Strata Schemes
Management Act 2015 to attest the affixing of the seal.


.....
Signature of authorised person






Erica Cavallaro
.....
Name of authorised person








.....
Signature of authorised person

JAMES SPELLSON
.....
Name of authorised person



SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  31.01.2019	SP98452	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919Signatures and seals- see section 22 Strata Schemes Development Act 2015		
<p>Approved Form 10 Certificate re Initial Period</p> <p>The owners corporation certifies that in respect of the strata scheme:</p> <ul style="list-style-type: none">* that the initial period has expired.* the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate. <p>The seal of The Owners - Strata Plan No 82647 was affixed on [^] 28th August 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.</p> <p>Signature:  Name: ERICA CAVALLARO Authority: Secretary</p> <p>Signature:  Name: JAMES SPELLSON Authority: CHAIRMAN</p> <p>[^] Insert appropriate date * Strike through if inapplicable.</p> <p>Approved Form 11 Certificate of Owners Corporation Agreeing to Schedule of Unit Entitlement</p> <p>The owners corporation certifies that on [^] 28th August 2018 it passed a special resolution agreeing to each unit entitlement and the aggregate unit entitlement shown in the schedule attached to this certificate.</p> <p>The seal of The Owners - Strata Plan No 82647 was affixed on [^] 28th August 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.</p> <p>Signature:  Name: ERICA CAVALLARO Authority: SECRETARY</p> <p>Signature:  Name: JAMES SPELLSON Authority: CHAIRMAN</p> <p>[^] Insert appropriate date</p> <p>Surveyor's Reference: 15-1050</p>		

SP FORM 3.08 (Annexure).	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  31.01.2019	SP98452	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
<p>Approved Form 12</p> <p>Certificate of Owners Corporation</p> <p>Agreeing to Subdivision</p> <p>The owners corporation certifies that on <u>28th August 2018</u> it passed:</p> <ul style="list-style-type: none">* a special resolution agreeing to the proposed subdivision, which involves common property, illustrated on the plan herewith.* a resolution agreeing to the proposed subdivision, which does not involve common property, illustrated on the plan herewith. <p>The seal of The Owners - Strata Plan No.82647 was affixed on <u>28th August 2018</u> in the presence of the following person(s) authorised by section 273 <i>Strata Schemes Management Act 2015</i> to attest the affixing of the seal.</p> <p>Signature:  Name: <u>ERICA CAVALLARO</u> Authority: <u>SECRETARY</u></p> <p>Signature:  Name: <u>JAMES SPELLSON</u> Authority: <u>CHAIRMAN</u></p> <p>^ Insert appropriate date * Strike through inapplicable parts</p> <p></p>		
Surveyor's Reference: 15-1050		

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR
EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 18A. No. **H 618726**

New South Wales

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

D



Fees:—
Lodgment
Endorsement
Certificate

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and of permanent black non-copying ink.

JEAN JOE GALLAGHER of Epping, Widow

(herein called transferor)

• If a less estate, strike out "in fee simple" and interline the required alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **Eight thousand pounds**

(£8,000) (the receipt whereof is hereby acknowledged) paid to me

by

L. SPELSON INVESTMENTS PTY. LIMITED

do hereby transfer to

• Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

L. SPELSON INVESTMENTS PTY. LIMITED a company duly incorporated in the State of New South Wales having its registered office at Rooms 707-708 Barrack House, 16 Barrack Street, Sydney.

(herein called transferee)

• The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot nos. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol.

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Botany	Part	5361	144	Lots 8 & 9 in D.P. No. 12826 and also being Lot B in Plan of Subdivision annexed hereto, and marked "A".

Original plan filed in volume

632339

Copy of plan filed as

~~And the transferee covenant(s) with the transferee.~~

TOGETHER WITH full and free right and liberty to the Transferee as appurtenant to the land hereby transferred to use ALL THAT piece of land situate as aforesaid being that part of Lot A in the said plan upon which is erected the westerly portion of an eleven inch brick wall (as shown on the said plan) and also the said Westerly portion of the said wall as a support for the roof ridge poles rafters and battens of the now existing building erected on the land hereby transferred AND RESERVING to the Transferor full and free right and liberty as appurtenant to the said Lot A to use all that piece of land being that part of the land hereby transferred upon which is erected the easterly portion of the said wall and also the said easterly portion of the said wall as a support for the roof ridge poles rafters and battens of the now existing building erected on the said Lot A.

d Strike out if unnecessary, or suitably adjust,

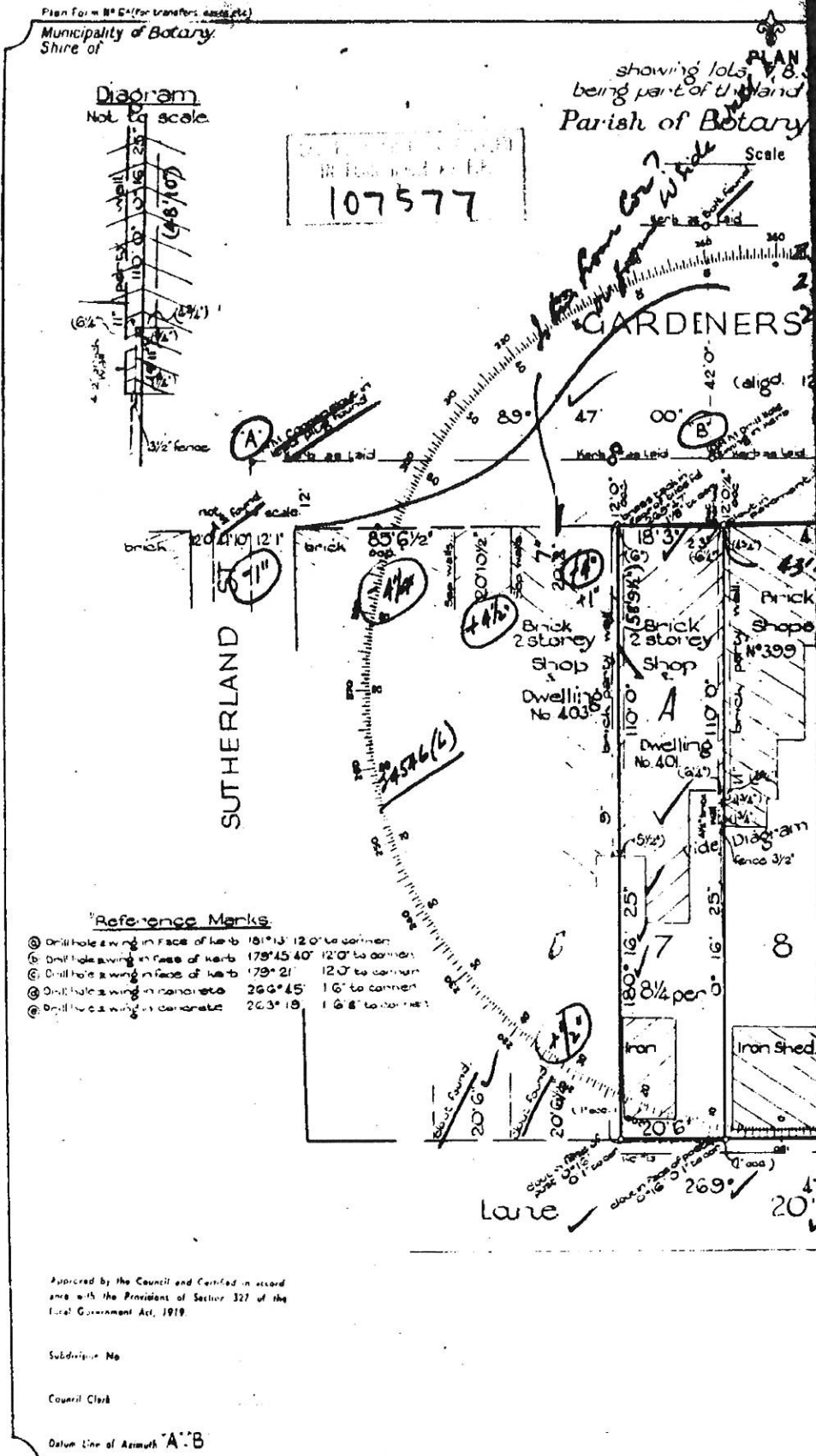
- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1964.

ENCUMBRANCES, &c., REFERRED TO:
Reservations of all mines of gold and of silver.

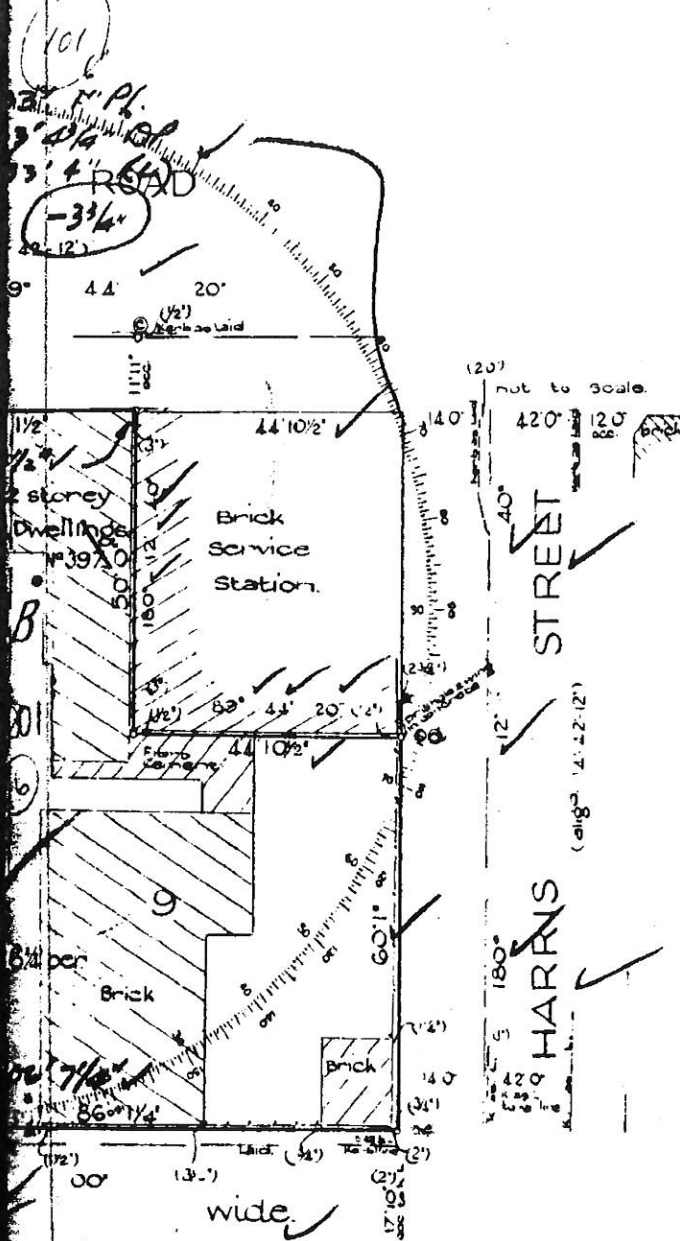
* A very short note will suffice.

K 1163-2 54 2070-2



H 613726

D.P. 12826,
C.T. Vol 1073, Fol 188
536/1744
County of Cumberland.
0 Feet to an Inch



I, Frank. Maxwell. Mason.

of 10 Castlereagh St., Sydney.

A surveyor registered under the Surveyors Act 1920-1948, hereby certify that the survey represented in this plan is accurate and has been made "day-by-day" (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 1 9th July, 1962.

(Signature)

Surveyor registered under the Surveyors Act, 1920-48.

Original plan filed in vaults

*Strike out either (1) or (2)

Printed name of surveyor

Copy of plan filed in

65239 L

Signature of person to be made in this margin
[Handwritten Signature]

This is the plan marked " " referred to in
Dated

H 613726

LODGED BY Lee, Morgan & Brod's,
133, Pitt St,

No. _____

FEE.

The fees, which are payable on lodgment, are as follows:—

- (a) £3 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
(ii) £3 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.
Where the foregoing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 _____
2 _____
3 _____
4 _____
5 _____
613726

Received Docs.
Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgage should create a formal discharge when the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____

who is personally known to me.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER
	<u>Together with 8 Reg. Easements</u> <u>for support.</u>
Checked by	Particulars entered in Register Book, Volume <u>5361</u> Folio <u>144</u>
Asses. (in D.B.) by	<u>J. Conn.</u>
Signed by	the <u>27th</u> day of <u>June</u> 19 <u>61</u> at <u>_____</u> minutes past <u>2</u> o'clock in the <u>after</u> noon. <u>J. Conn.</u> Registrar.

PROCESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<u>[Signature]</u>	<u>23.5.61</u>
Draft examined	<u>[Signature]</u>	<u>24.5.61</u>
Diagram prepared	<u>[Signature]</u>	<u>24.5.61</u>
Diagram examined	<u>[Signature]</u>	<u>24.5.61</u>
Draft forwarded	<u>[Signature]</u>	<u>24.5.61</u>
Supd. of Engrs. & Cancellation Clerk	<u>[Signature]</u>	<u>24.5.61</u>
Vol. <u>8236</u>	Vol. <u>148</u>	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

n7 H614076

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AN964815V

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

For the common property

CP/SP82647

(B) LODGED BY

SP98452
AN934491
FILE

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

BROWN WRIGHT STEIN 9394 1010
PO BOX A2625, SYDNEY SOUTH 1235

Reference:

OGK/049972

CODE

CH

- (C) The Owners-Strata Plan No. 82647 certify that a special resolution was passed on 28th August 2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. 1 to 24 inclusive
Added by-law No. 1 to 25 inclusive
Amended by-law No. Not applicable
as fully set out below:
See Annexure A.

OFF SG
ON DSSL
CI

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 82647 was affixed on 28th August 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

E. Cavalero

Name:

ERICA CAVALERO

Authority:

SECRETARY.

Signature:

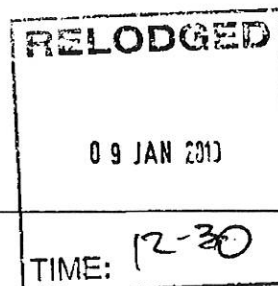
J. Spellson

Name:

JAMES SPELLSON

Authority:

CHAIRMAN



**This is Annexure A to the Consolidation of By-laws Form 15CH
Owners Corporation-SP82647**

1. Vehicles

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

2. Changes to common property

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

3. Damage to lawns and plants on common property

- (a) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
 - (i) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
 - (ii) use for his or her own purposes as a garden any portion of the common property.

4. Obstruction of common property

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

5. Keeping of animals

- (a) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.



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

6. Noise

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

7. Behaviour of owners, occupiers and invitees

- (a) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (b) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (ii) without limiting paragraph 7(b)(i), that invitees comply with by-law 7(a).

8. Children playing on common property

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

9. Smoke penetration

- (a) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (i) in an area designated as a smoking area by the owners corporation, or
 - (ii) with the written approval of the owners corporation.

{RHM/01949380:2}

- (b) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (c) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10. Annual fire safety statement

The owners corporation must comply with clause 177 of the *Environmental Planning And Assessment Regulation 2000* in respect of the common property and the lots including, but not limited to:

- (a) causing the council to be given an annual fire safety statement for the buildings that comprise the common property and the lots; and
- (b) as soon as practicable after an annual fire safety statement is issued, causing a copy of the statement (together with a copy of the current fire safety schedule) to be prominently displayed in the building.

11. Preservation of fire safety

- (a) The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the lots or common property or to reduce the level of fire safety in the lots or common property.
- (b) The owner of a lot to which an "essential fire safety measure" within the meaning of the *Environmental Planning And Assessment Regulation 2000* is applicable must not fail to maintain each essential fire safety measure in the lot:
 - (i) in the case of an essential fire safety measure applicable by virtue of a "fire safety schedule" within the meaning of the *Environmental Planning And Assessment Regulation 2000*, to a standard no less than that specified in the schedule, or
 - (ii) in the case of an essential fire safety measure applicable otherwise than by virtue of a fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented.

12. Fire safety notices

- (a) If a fire exit in a lot includes any fire-isolated stairway, passageway or ramp, the owner or occupier of the lot must display a notice in the form at the end of this by-law in a conspicuous position adjacent to a doorway providing access to, but not within, that stairway, passageway or ramp.
- (b) The words "OFFENCE RELATING TO FIRE EXITS" in the notice referred to in by-law 12(a) must be in letters at least 8 millimetres high, and the remaining words must be in letters at least 2.5 millimetres high.
- (c) A notice in the form prescribed under the *Local Government Act 1919* or the *Local Government Act 1993* for the purposes of a provision corresponding to this by-law is taken to comply with the requirements of this by-law.

OFFENCE RELATING TO FIRE EXITS

It is an offence under the *Environmental Planning and Assessment Act 1979* :
(a) to place anything in or near this fire exit that may obstruct persons moving to and from the exit, or (b) to interfere with or obstruct the operation of any fire doors, or (c) to remove, damage or otherwise interfere with this notice.

[RHM/01949380:2]

13. Fire exits

- (a) An owner or occupier of a lot, and any invitee of the owner or occupier, must not:
 - (i) place anything that may impede the free passage of persons:
 - A. in a stairway, passageway or ramp serving as or forming part of a fire exit in a lot or on the common property, or
 - B. in a path of travel leading to a fire exit; or
 - (ii) interfere with, or cause obstruction or impediment to, the operation of any fire doors providing access to a stairway, passageway or ramp serving as or forming part of a fire exit in a lot or on the common property, or
 - (iii) remove, damage or otherwise interfere with a notice referred to in by-law 12(a).

14. Doors relating to fire exits

An owner or occupier of a lot, and any invitee of the owner or occupier, must not:

- (a) without lawful excuse, interfere with, or cause obstruction or impediment to, the operation of any door that:
 - (i) serves as or forms part of a fire exit in a lot or on the common property, or
 - (ii) is situated in a path of travel leading to a fire exit, or
- (b) without lawful excuse, obstruct any doorway that:
 - (i) serves as or forms part of a fire exit in a lot or on the common property, or
 - (ii) is situated in a path of travel leading to a fire exit.

15. Storage of inflammable liquids and other substances and materials

- (a) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

16. Appearance of lot

- (a) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (b) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14, nor does this by-law apply to the installation of a sign in accordance with by-law 23(c).

17. Cleaning windows and doors

- (a) Except in the circumstances referred to in by-law 17(b), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (b) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

(RHM/01949380:2)

18. Hanging out of washing

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

19. Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (a) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (b) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (c) An owner or occupier must:
 - (i) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (ii) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (d) An owner or occupier of a lot used for commercial purposes must not place any item of commercial waste in a bin provided solely for the collection of residential waste.
- (e) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean, safe, hygienic and dry condition and appropriately covered.
- (f) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (g) An owner or occupier of a lot must have in place arrangements for the collection and removal of waste from the bins of the owner or occupier in a hygienic, clean and safe manner.
- (h) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation between 4:00pm and 7:00pm the day prior to the day on which waste is normally collected and must return the bins to the lot or other area authorised for the bins by 12:00pm on the day on which waste is normally collected.
- (i) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (j) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

[RHM/01949380:2]

- (k) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

20. Disposal of waste—shared bins [applicable where bins are shared by lots]

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

21. Change in use or occupation of lot to be notified

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

22. Compliance with planning and other requirements

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

{RHM/01949380:2}

23. Controls on commercial or business activities

- (a) The owners corporation may, by special resolution, determine that commercial or business activities may be conducted on a lot or common property only during certain times, if the owners corporation considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme.
- (b) An owner or occupier of a lot must comply with a determination referred to in by-law 23(a).
- (c) The owner of a lot, or a person authorised by the owner of a lot, may install any sign advertising the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in a specified location.

24. Exclusive use by-law: Rainwater Tank

The owner of Lot 16 for the time being shall:

- (a) be entitled to the right of exclusive use and enjoyment of the common property area marked "Rainwater Tank" on the plan annexed hereto and marked "A" as a rainwater tank and shall not litter the same or so use the same as to create nuisance; and
- (b) in relation to the rainwater tank, be responsible for the performance of the duties of the owners corporation to maintain and repair common property pursuant to section 106 of the *Strata Schemes Management Act 2015* including being responsible for the regular maintenance of the rainwater tank so that the rainwater tank remains in good order and is effective.

25. Exclusive use by-law: Accessible WC

The owners of Lots 5, 13 and 14 for the time being shall:

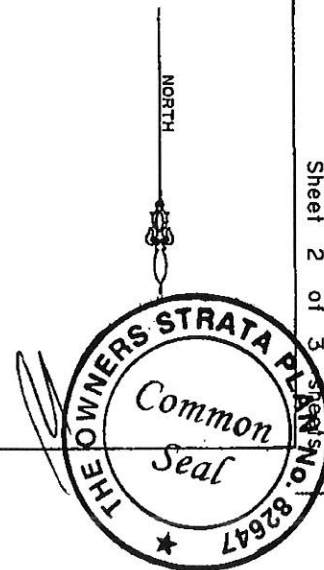
- (a) be entitled to the right of exclusive use and enjoyment of the common property area marked "Accessible WC" on the plan annexed hereto and marked "A" as an accessible water closet and shall not litter the same or so use the same as to create nuisance; and
- (b) in relation to the accessible water closet, be responsible for the performance of the duties of the owners corporation to maintain and repair such common property pursuant to section 106 of the *Strata Schemes Management Act 2015* including being responsible for the regular maintenance of the accessible water closet so that the accessible water closet remains in good order and is effective.

{RHM/01949380:2}

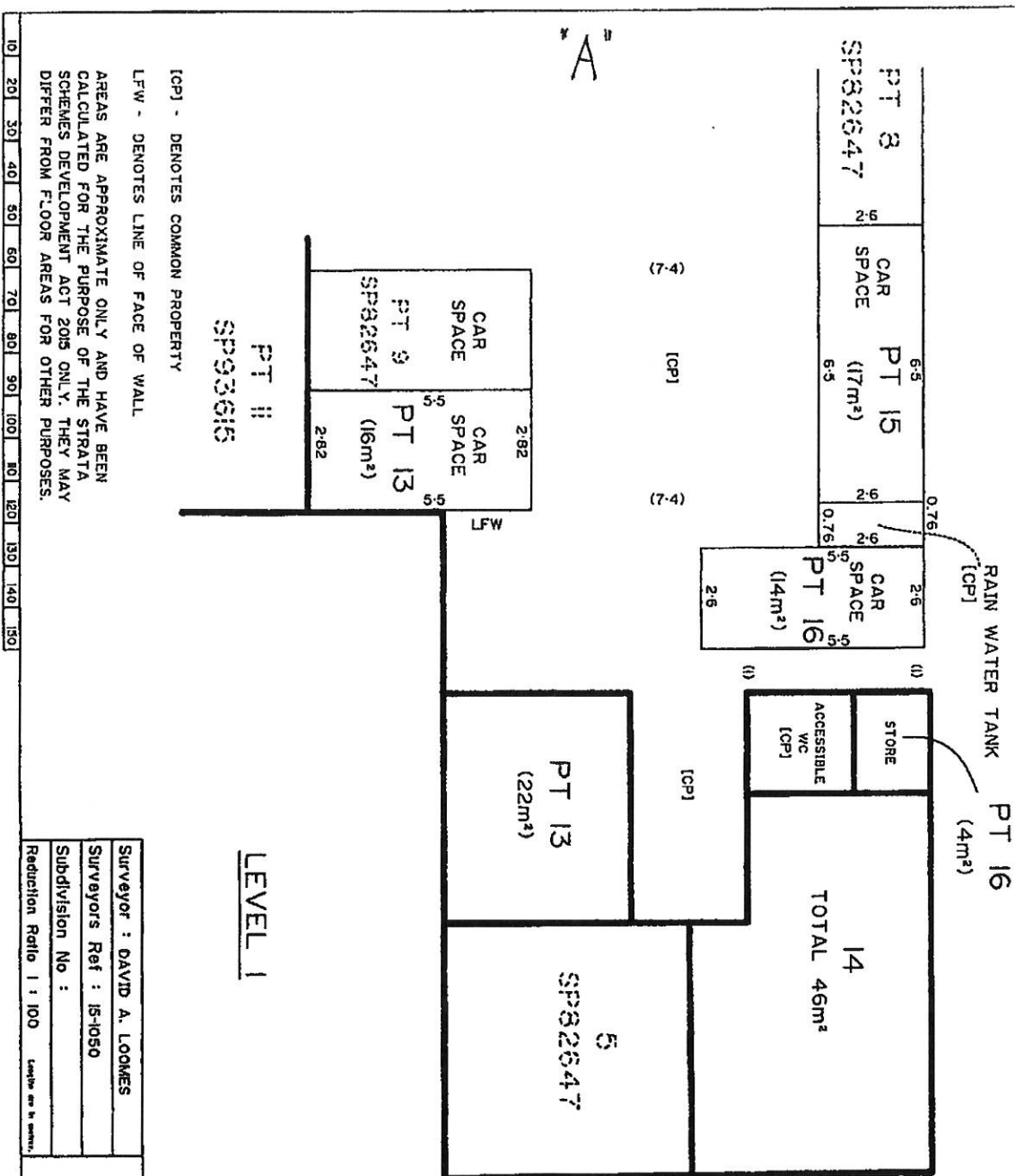
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 3



NORTH



Surveyor : DAVID A. LOMES
Surveyors Ref : IS-1050
Subdivision No :
Reduction Ratio 1 : 100

Registered

SP

THE STRATUM OF THE CAR SPACE, WHERE NOT COVERED, IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE ASPHALTIC CONCRETE THEREOF

FILM WITH

AN964815

Approved Form 10

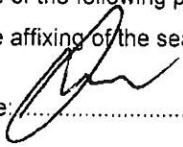
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 82647 was affixed on 24th October 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Aleks Milovanovic Authority: Strata Managing Agent

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

Created 2016

~~6/2/17~~

FILM WITH AN964815



10 January 2019

NSW LRS


QUEENS SQUARE

SYDNEY

AN934491

As controlling party of 4/SP82647,5/SP82647 &
CP/SP82647 we authorise the LRS to register transfers

AN934491/92. + also Consolidation / change of by Laws

 AN964815

Regards Andy Rankin



Andy Rankin
Authorised
to
Amend
23.1.19

Sewer Service Diagram

Application Number: 8001045288

H3.73.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM

Municipality of **BOTANY** No. **475972**

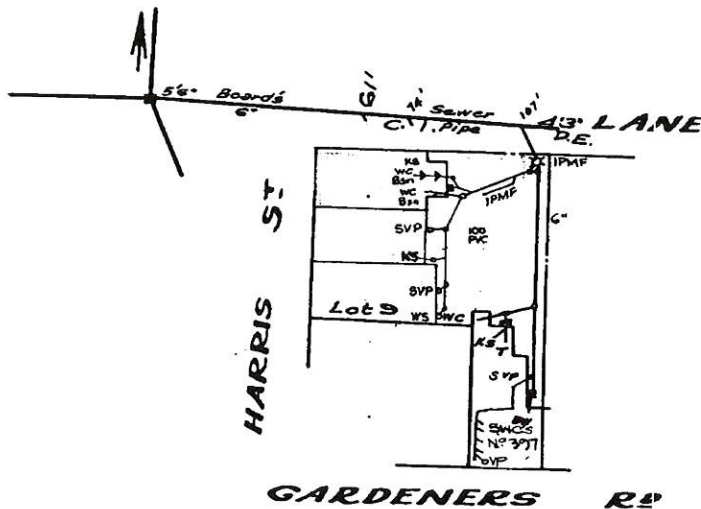
(M55Cot)

<p>□ Boundary Trap</p> <p>■ Pit</p> <p>▣ G.I. Grease Interceptor</p> <p>▤ Gully</p> <p>▥ P.T. P. Trap</p> <p>▦ R.S. Reflux Sink</p>	<p>▧ R.V. Reflux Valve</p> <p>▨ Cleaning Eye</p> <p>▩ VERT. Vertical Pipe</p> <p>▪ V.P. Vent. Pipe</p> <p>▫ S.V.P. Soil Vent. Pipe</p> <p>▬ D.C.C. Down Cast Cowl</p>	<p>▭ I.P. Induct Pipe</p> <p>▮ M.F. Mica Flap</p> <p>▯ T. Tubs</p> <p>▰ K.S. Kitchen Sink</p> <p>▱ W.C. Water Closet</p> <p>▲ B.W. Bath Waste</p>	<p>△ Ben. Basin</p> <p>▴ Shr. Shower</p> <p>▵ W.I.P. Wrought Iron Pipe</p> <p>▶ C.I.P. Cast Iron Pipe</p> <p>▷ F.W. Floor Waste</p> <p>▸ W.M. Washing Machine</p>
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SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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



S

RATE No. W.C.S. U.C.S. 19

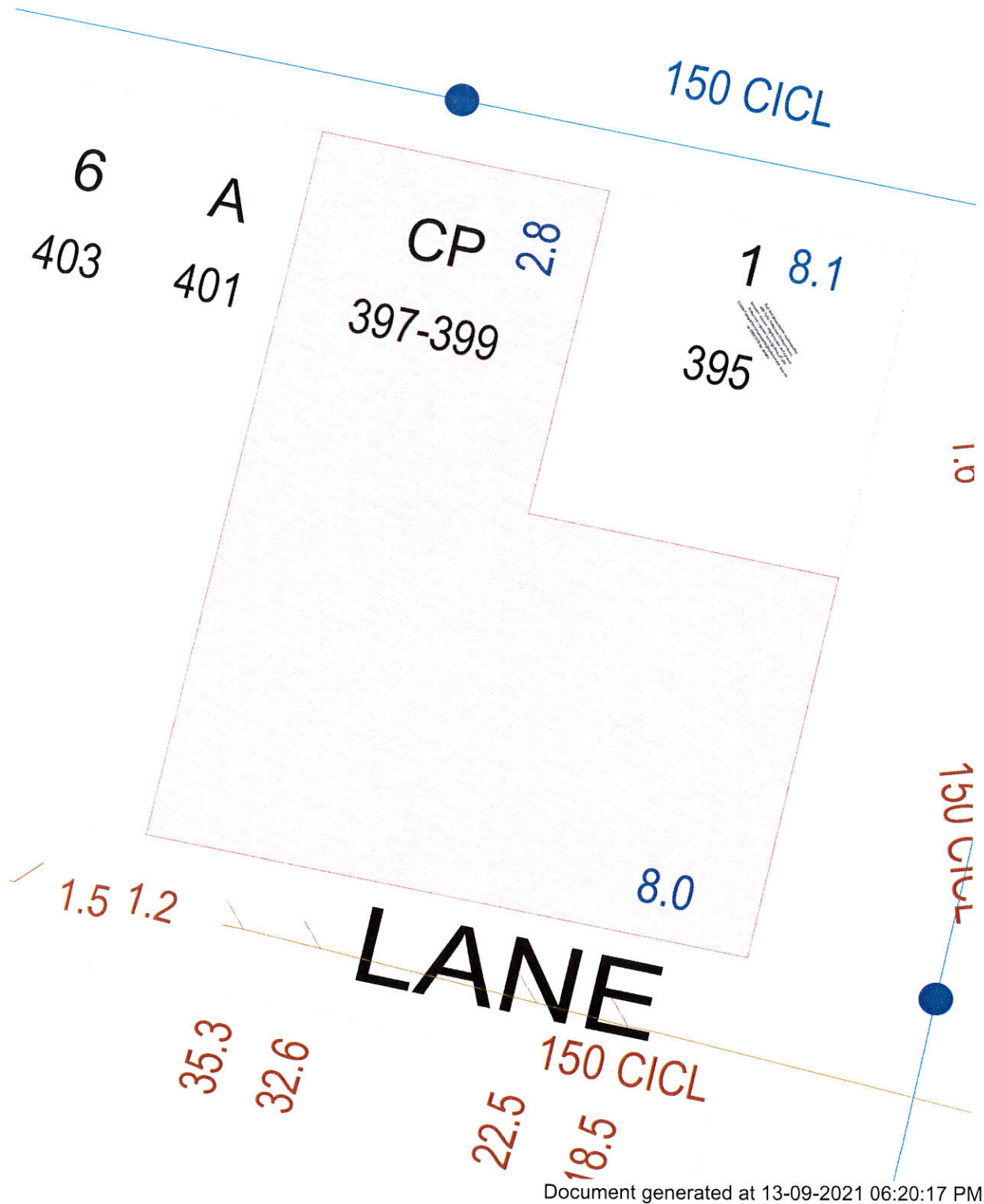
SHEET No. **256C** OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE		PLUMBING	
Supervised by	DATE	Supervised by	DATE
Inspector	/ /	Inspector	/ /
Examined by	/ /	Branch Office	
Chief Inspector	/ /	Date	/ /
Tracing Checked	/ /	Outfall SW	383 750
		Drainer	
		Plumber	
		Boundary Trap	

Document generated at 13-09-2021 06:20:19 PM

Disclaimer

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



Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
Private Mains		Scour	
Potable Water Main		Reducer / Taper	
Recycled Water Main		Vertical Bends	
Sewer Main		Reservoir	
Symbols for Private Mains shown grey		Recycled Water is shown as per Potable above. Colour as indicated	

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Bayside Council

Serving Our Community

14 September 2021

Our Ref: Certificate No. 63697
Contact: Customer Service 1300 581 299

The Search People Pty Ltd
GPO BOX 2235
BRISBANE QLD 4001

Dear Sir/Madam

Following is your planning certificate issued under section 10.7 (2) of the Environmental Planning and Assessment Act 1979.

This Section 10.7 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from Council's records as they existed at the date of this Certificate.

Should you have any enquiries, please contact the Council's Customer Service Centre on 1300 581 299.

SECTION 10.7 PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979)

ISSUED TO:

The Search People Pty Ltd
GPO BOX 2235
BRISBANE QLD 4001

Council: Bayside
County: Cumberland
Parish: St George

Fee: 53.00
Receipt No: 4845683
Receipt Date: 14 September 2021
Your Ref: OR-UZ63WJKR6PA5O:54442

PROPERTY: 1/2A HARRIS STREET, ROSEBERY NSW 2018

Lot 11 SP 93615

FI

Assessment No: 82712

Date: 14 September 2021



For
Meredith Wallace
General Manager

Rockdale Customer Service Centre

444-446 Princes Highway
Rockdale NSW 2216, Australia
ABN 80 690 785 443

Eastgardens Customer Service Centre

Westfield Eastgardens
152 Bunnerong Road
Eastgardens NSW 2036, Australia
ABN 80 690 785 443

T 1300 581 299 | 02 9562 1666

E council@bayside.nsw.gov.au

W www.bayside.nsw.gov.au

Postal address: PO Box 21, Rockdale NSW 2216



Telephone Interpreter Services - 131 450

Τηλεφωνικές Υπηρεσίες Διερμηνέων

بخدمة الترجمة الهاتفية

電話傳譯服務處

Служба за преведување по телефон

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Notes: (1) Where this certificate refers to a specific allotment (or allotments) within a strata plan the certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the certificate may relate to the whole or any part of the strata plan.

1 Names of relevant planning instruments and DCPs

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

Bayside Local Environmental Plan 2021

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 50 Canal Estates 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 and People with a Disability) 2004 (Only applies to land referred to in clause 4 (1) of the Policy and does not apply to land referred to in clause 4 (2) of the Policy)

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 (Vegetation in Non-Rural Areas) 2017

State Environmental Planning Policy (Coastal Management) 2018

State Environmental Planning Policy (Arncliffe and Banksia Precincts) 2018

State Environmental Planning Policy (Primary Production and Rural Development) 2019

Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment (only applies to land within the Georges River Catchment, referred to in Clause 2 of the Plan, being, in the Bayside Council area, certain land within the suburbs of Dolls Point, Ramsgate, Sandringham and Sans Souci).

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

No Planning Proposal applies to the land.

- Draft State Environmental Planning Policy – Remediation of Land
- Draft Amendments to State Environmental Planning Policy (Three Ports) 2013
- Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2021

For more information or to determine whether these policies apply to your property, visit the Department of Planning and Environment website at www.planning.nsw.gov.au.

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Botany Bay Development Control Plan 2013

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2 Zoning and land use under relevant local environmental plans

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

- 2(a) the identity of the zone, whether by reference to a name or by reference to a number;
- 2(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent;
- 2(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent;
- 2(d) the purposes for which the instrument provides that development is prohibited within the zone;

Zone B1 Neighbourhood Centre apply under the local environmental plan or deemed environmental planning instrument referred to in question 1 (1):

1 Objectives of zone

- To provide a range of small-scale retail, business and community uses that serve the needs of people who live or work in the surrounding neighbourhood.
- To ensure development within the zone does not detract from the economic viability of commercial centres.
- To ensure the scale of development is compatible with the existing streetscape and does not adversely impact on residential amenity.

2 Permitted without consent

Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business premises; Centre-based child care facilities; Community facilities; Group homes; Hostels; Medical centres; Neighbourhood shops; Neighbourhood supermarkets; Oyster aquaculture; Respite day care centres; Roads; Shop top housing; Tank-based aquaculture; Waste or resource transfer stations; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco tourist facilities; Entertainment facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Garden Centres; Hardware and building supplies; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Hospitals; Industrial retail outlets; Industrial training facilities; Industries; Jetties; Landscaping material supplies; Marinas; Mooring pens; Moorings; Open cut mining; Plant nurseries; Pond-based aquaculture; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Roadside stalls; Rural industries; Rural supplies; Service stations; Sewage treatment plants; Sex service premises; Specialised retail premises; Storage premises; Timber yards; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

2(e) 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;

No development standards apply to the land that fixes minimum land dimensions for the erection of a dwelling house.

Note: The above information does not imply that the erection of a dwelling-house is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

2(f) whether the land includes or comprises critical habitat;

The land **does not** include or comprise critical habitat.

2(g) whether the land is in a conservation area (however described);

The land **is not** in a conservation area.

- 2(h) whether an item of environmental heritage (however described) is situated on the land.**

There is **no such item** situated on the land.

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

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

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

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

Not applicable

3 Complying development

- 1** The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*;
- 2** The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses; and
- 3** If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code

Complying development **may be** carried out on the land under the above code.

Inland Code

Complying development **may be** carried out on the land under the above code.

Low Rise Medium Density Code

Complying development **may be** carried out on the land under the above code.

Rural Housing Code

Complying development **may be** carried out on the land under the above code.

Greenfield Housing Code

Complying development **may be** carried out on the land under the above code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development **may be** carried out on the land under the above code.

Housing Alterations Code

Complying development **may be** carried out on the land under the above code.

General Development Code

Complying development **may be** carried out on the land under the above code.

Commercial and Industrial Alterations Code

Complying development **may be** carried out on the land under the above code.

Container Recycling Facilities Code

Complying development **may be** carried out on the land under the above code.

Subdivisions Code

Complying development **may be** carried out on the land under the above code.

Demolition Code

Complying development **may be** carried out on the land under the above code.

Fire Safety Code

Complying development **may be** carried out on the land under the above code.

Notes:

(1) If a reference is made to "part of the land", Complying Development **may be** carried out on the portion of the land not subject to such a restriction.

(2) This certificate only addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is your responsibility to ensure that you comply with any other general requirements of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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

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

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*

The land **is not** subject to annual charges.

5 Mine subsidence

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

The land **is not** so proclaimed.

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

The land **is not affected by** any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.

(b) Any environmental planning instrument, or

The land **is not affected by** any road widening or road realignment under any environmental planning instrument.

(c) Any resolution of the council

The land **is not affected by** any road widening or road realignment under any resolution of the Council.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by the council; or**
- (b) 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, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)

Botany Bay Development Control Plan 2013 - provisions of Part 3K – Contamination

7A Flood related development control information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.**

The land or part of the land **is not** within the flood planning area and subject to flood related development controls.

- (2) If 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.**

The land or part of the land **is not** between the flood planning area and the probable maximum flood and subject to flood related development controls.

Note:

- (1) The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.
 - (2) Council is not in a position to identify whether the information provided under Clause 7A relates to a current or future hazard as defined in Planning Circular PS 14-003.
-

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

The land **is not affected** by any provision in an environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument that provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 Contributions plans

The name of each contributions plan applying to the land

City of Botany Section 7.11 Development Contributions Plan 2016

City of Botany Bay Section 94A Development Contributions Plan 2016.

Note: For a copy of the plans please access Bayside Council's website at www.bayside.nsw.gov.au

Note: If land is within the former Rockdale City local government area, the *Rockdale Section 94 Contributions Plan (Amendment No 4)* and *Rockdale Section 94 Contributions Plan 1998* will continue to apply to all development applications and applications for complying development certificates made prior to 1 June 2004.

9A Biodiversity certified land

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

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

The land **is not** biodiversity certified land.

10 Biobanking agreements

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

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

The land **is not** subject to any such agreement.

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).

The land **does not** contain a set aside area.

11 Bush fire prone land

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

If none of the land is bush fire prone land, a statement to that effect.

The land **is not** bush fire prone land.

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 **is not** land to which a property vegetation plan applies.

13 Orders under *Trees (Disputes Between Neighbours) Act 2006*

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

The land **is not** subject to such an order.

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.

The land **is not** subject to any such directions.

15 Site compatibility certificates and conditions for seniors housing

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies:

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is current; and
 - (ii) that a copy may be obtained from the head office of the Department; and

The land **is not** subject to any such certificate.

- (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

The land is not subject to any such statement.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate(schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid; and
- (b) that a copy may be obtained from the head office of the Department.

The land is not subject to any such certificate.

17 Site compatibility certificates and conditions for affordable rental housing

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (a) the period for which the certificate is current; and
 - (b) that a copy may be obtained from the head office of the Department.

The land is not subject to any such certificate.

- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 37 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

The land is not subject to any such statement.

18 Paper subdivision information

- (1) The name of 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) The date of any subdivision order that applies to the land; and
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

The land is not so affected.

19 Site verification certificates

A statement of whether there is a current site verification certificate, of which the 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 Planning Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*)

- (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.

The land is not subject to any such certificate.

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.

The land is not so listed.

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.
- (2) A statement of:
 - (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with; and
 - (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.
- (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](#).

Council is not aware of an issue of a notice of intention or order pertaining to building product rectification works (Building Products Safety Act 2017).

Section 59(2) Contaminated Land Management Act 1997

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;

Not applicable

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

Not applicable

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

Not applicable

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued; and**

Not applicable

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

Not applicable

[End of information under section 10.7 (2)]

IMPORTANT NOTICE TO PURCHASERS

ALTERATIONS AND ADDITIONS TO BUILDINGS

Purchasers are reminded that it is necessary to obtain development consent from the Council prior to carrying out any building alterations or additions, including brick reskinning, replacing windows or internal alterations, or for the demolition of any building, unless the proposed work is specifically exempted by *Bayside Local Environmental Plan 2021* or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. All other building work does require the Council's approval.

Should you require any information or advice for any building work that you propose to undertake please contact the Council's Customer Service Centre on 1800 581 299.

LIST OF MATTERS ON WHICH ADVICE WILL BE PROVIDED BY THE COUNCIL UNDER SECTION 10.7 (5)

The Council will provide advice on the following additional matters not included in this Planning Certificate under section 10.7 (2) upon application for a full certificate and payment of the \$133 fee. The Council cannot issue advice under section 10.7 (5) separately.

- A Whether or not the Council has information which would indicate that the land is subject to the risk of flooding or tidal inundation for a 1% annual exceedance probability (AEP) (1 in 100 year) event.
- B Whether or not the Council has information which would indicate that the land is subject to slip or subsidence.
- C Whether or not the land is in the vicinity of a heritage item or heritage conservation area identified in an environmental planning instrument or a proposed heritage item or proposed heritage conservation area identified in a draft Local Environmental Plan.
- D Whether or not a planning agreement entered into under Subdivision 2 of Division 7.1 of Part 7 of the Environmental Planning and Assessment Act 1979 currently applies to the land (but only if, where the Council is not a party to the agreement, information about the agreement has been provided to the Council)
- E Details of the Annual Noise Exposure Forecast (ANEF) applying to the land
- F Information that indicates whether or not any additional hazards exist for which no policy of Council exists to restrict development
- G Restrictions of the use of groundwater contained within the Botany Sands Aquifer
- H Other policies that may be applicable to the land