

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	RICHARDSON & WRENCH NORTH SYDNEY Ground Floor, 66 Berry Street North Sydney NSW 2060	phone (02) 9929 8944 fax ref
co-agent	Not Applicable	phone fax ref
vendor	MARLBOROUGH NOMINEES PTY LTD ACN 010 151 685	
vendor's solicitor	ROBERTSON SAXTON OSBORNE Level 4, 53 Walker Street, North Sydney NSW 2060 PO Box 118, North Sydney NSW 2059 DX 10583 North Sydney email: victoria@rsolawyers.com.au	phone (02) 99575755 fax ref 20210560
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	18/211 MILITARY ROAD, CREMORNE NSW 2090 Registered Plan: Lot 18 in Strata Plan 103279 Folio Identifier 18/SP103279 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

ChoicesVendor agrees to accept a *deposit bond* (clause 3) NO yesNominated *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):

Parties agree that the deposit be invested (clause 2.9) NO yes**Tax information (the parties promise this is correct as far as each party is aware)**Land tax is adjustable NO yesGST: Taxable supply NO yes in full yes to an extentMargin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make an *GSTRW payment*: (residential withholding payment) NO yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.***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: Marlborough Nominees Pty Ltd ATF Lau Family Trust

Supplier's ABN: 35 488 097 580

Supplier's GST branch number (if applicable):

Supplier's business address: C/-Woo & Brown, Level 1, 45 Sanders Street, Upper Mount Gravatt QLD 4122

Supplier's email address: woobrown@bigpond.com

Supplier's phone number: (07) 3343 7000

Supplier's proportion of *GSTRW payment*: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

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

Jamesons Strata Management
 PO Box 2001, Spit Junction NSW 2088
 Tel: (02) 8969 3300 Email: info@jamesons.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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 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 <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • 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 <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

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

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

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

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

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

18/211 Military Road CREMORNE NSW 2090

SECTION 66W CERTIFICATE

I, ofSolicitor/Licensed Conveyancer,
certify as follows:

- (a) I am a Solicitor/Licensed Conveyancer currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property known as 18/211 Military Road, Cremorne from Marlborough Nominees Pty Ltd ACN 010 151 685 (as Vendor) to
..... (as Purchaser)
in order that there be no cooling off period in relation to that contract.
- (c) I do not act for the Vendor and am not employed in the legal practice of a Solicitor acting for the Vendor nor am I a member or employee of a firm of which a Solicitor acting for the Vendor is a member or employee.
- (d) I have explained to the Purchaser:
 - (i) the effect of the Contract for the purchase of that property;
 - (ii) the nature of this Certificate;
 - (iii) the effect of giving this Certificate to the Vendor.

DATED this day of 2021.

.....
Solicitor / Licensed Conveyancer

SPECIAL CONDITIONS

1. Amendments to Standard Terms of Contract

Notwithstanding anything to the contrary herein contained the parties expressly agree that the standard conditions shall be amended as follows:

- (a) Deleting clauses 5.1, 7.1.1, 16.8 and 25;
- (b) Substituting the word "substance" with "existence" and the word "disclosed" with "noted" in clauses 10.1.8 and 10.1.9;
- (c) Inserting at the end of clause 13.10 "unless the Margin Scheme applies."
- (d) Replacing clause 14.4.2 with the words: "by adjusting the amount assessed to the vendor for the current land tax year in respect of the property.";
- (e) In clause 18.4 insert the words "and/or injury to person" after the word "property";

2. Death Bankruptcy Liquidation or mental Illness of a Party

Notwithstanding any rule of law or equity to the contrary, should either party prior to completion:-

- (a) die or become mentally ill then the other party may by notice served in writing on the personal representative of the deceased or mentally ill party rescind this Contract and such rescission shall be a rescission pursuant to Clause 19 hereof or,
- (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for its winding up presented or enter into a scheme of arrangement with its creditors, or should a liquidator, receiver or official manager be appointed in respect thereof then that party shall be deemed to be in default hereunder and the other party shall be at liberty to exercise all or any of his rights conferred hereunder upon such default.

3. Real Estate Agent Warranty

The Purchaser warrants to the Vendor that he/she was not introduced to the property by any agent other than the agent referred to on the front page of the contract (if any), nor were any other agents the effective cause of the sale herein provided for. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of the sale herein provided. This condition shall not merge on completion.

4. Guarantee

If the purchaser of the property is a company (other than a public company listed on an Australian stock exchange), it is a term of this contract that the purchaser's obligations are guaranteed by parties reasonably acceptable to the vendor as set out in the annexed guarantee which shall be executed by the guarantors on or before entering into this contract. If that document is not duly executed the following provisions apply:

- (a) If the purchaser of the property is a company (other than a public company listed on an Australian stock exchange), the officers or persons ("guarantor") who execute this contract on behalf of the company, or who attest the affixing of the seal of the company to this contract, hereby jointly and severally:
 - (i) unconditionally guarantee to the vendor the performance of all obligations of the purchaser under this contract, including payment of all money payable by or recoverable from the purchaser, notwithstanding this contract is not enforceable against the purchaser in whole or in part or is varied without notice to the guarantor;
 - (ii) indemnify the vendor against all liability arising from any default by the purchaser under this contract; and
 - (iii) acknowledge the provisions of this clause shall be deemed to constitute the giving of a deed by virtue of their execution of this contract.
- (b) This guarantee and indemnity is given by each guarantor as a principal and is not discharged or released by any variation of this contract or indulgence granted to the purchaser.

5. Notice to Complete

- (a) Clause 15 of the standard conditions is amended by deleting the words "and, if they do not, a party can serve a notice to complete if that party is otherwise entitled to do so."
- (b) If either party ("the defaulting party") fails to complete this contract by the completion date the other party ("the non-defaulting party") will be entitled, at any time after the completion date, to serve a notice to complete upon the defaulting party requiring completion and making time of the essence of the contract.
- (c) The parties agree that a period of not less than fourteen (14) days from the date of service of any notice to complete is a sufficient period of time for making time of the essence of the contract.

- (d) Prior to the date fixed for completion in any notice to complete the non-defaulting party serving such notice may in writing withdraw the notice and thereafter either party may serve a further or other notice to complete complying with the terms of this clause.
- (e) The purchaser will on completion pay to the vendor's solicitors the sum of two hundred and seventy five dollars (\$275) (inclusive of GST) for the legal costs incurred by the vendors as a consequence of the purchaser's failure to complete and the issue of the notice to complete by the vendors.

6. Interest on Purchase Price

- (a) If the purchasers, without default on the part of the vendor, fail to complete this agreement by the completion date then the vendor will be entitled to be paid interest on the balance outstanding at the rate of eight per cent (8%) per annum calculated for the day following the date fixed for completion by this contract and up to and including the date of actual completion.
- (b) The parties acknowledge that the interest at eight per cent (8%) per annum represents a genuine pre-estimate of the loss suffered by the vendor if the purchaser fails to complete by the completion date.
- (c) The payment of interest under this clause is an essential term of this contract and the vendor will not be obliged to complete the contract unless the interest is paid at completion.

7. Solicitor's Authority to Amend & Annex

Each party authorises its solicitor or any employee of that solicitor to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alterations will be binding on the party and be deemed to have been authorised by that party. Any annexure added to this contract will form part of this contract as if same had been annexed at the time of execution.

8. No Warranties

The purchaser acknowledges that in entering into this contract he/she has not relied on any statement, representation, warranty or condition relating in any way whatsoever to the property or any improvements erected thereon or any items (whether fixtures or not) included in this sale, made or given by the vendor or by any person, firm or company on the vendor's behalf other than such statements, representations, warranties and conditions as are herein contained.

9. Order on the Agent

Where completion of this contract is effected as an electronic transaction, it is an essential term of this contract that the purchaser must provide to the vendor prior to completion, an authority in writing to the deposit holder for the release of the deposit. This authority shall be held in escrow by the solicitor for the vendor until settlement is effected.

10. COVID-19 (Coronavirus)

This Clause applies whilst ever the Federal, NSW State, or Local Government area in which the dwelling is situated, is managing the Covid-19 outbreak as a Health Emergency or a State Emergency:

- (a) In the event any party to the Contract is required to undertake self-isolation or quarantine, such party will notify the other party immediately and in the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such self-isolation or quarantine, then the completion date is extended by 21 days.

- (b) In the event any party is admitted to hospital as a consequence of Covid-19 Coronavirus, such party will notify the other party as soon as possible and in the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such hospitalisation, then on and from the date of that party's discharge from hospital, the completion date is extended by 21 days.

11. Error in adjustments

If any error is made in the calculation of any apportionment of outgoings required to be made under this Contract, the parties agree to correct such error and reimburse each other accordingly after settlement. This clause shall not merge on completion.

12. State of Repair & Condition of Property

- (a) The purchaser acknowledges that he/she has inspected and satisfied him/herself as to the condition and state of repair of the property and the following:-
 - (i) The improvements including any fences and buildings;
 - (ii) The inclusions;
 - (iii) The services to the block or lack of such services;
 - (iv) The zoning and building rights that attach to the lands;

- (v) The cost of connections of any services such as water and electricity;
- (b) The parties agree that the property is sold as it is and subject to all defects whether latent or patent, and in particular the purchaser:-
 - (i) accepts the property, the improvements and inclusions in their present condition and state of repair and will not require the vendor to carry out any repairs or work in relation to the items referred to above; and,
 - (ii) has satisfied him/herself as to the services or lack of services.

13. Drainage Diagrams

The purchaser acknowledges that at the date of exchange Sydney Water has not issued an up to date Drainage Diagram or Service Location Print showing the manner in which the property is connected to Sydney Water's drainage system, and shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this agreement in respect of or arising from the attached diagrams or the unavailability of the updated diagrams.



LAND
REGISTRY
SERVICES



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 18/SP103279

SEARCH DATE	TIME	EDITION NO	DATE
20/8/2021	1:51 PM	1	23/7/2021

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 18 IN STRATA PLAN 103279
AT CREMORNE
LOCAL GOVERNMENT AREA NORTH SYDNEY

FIRST SCHEDULE

MARLBOROUGH NOMINEES PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP103279
- 2 AN445424 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

op02730003

PRINTED ON 20/8/2021



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP103279

SEARCH DATE	TIME	EDITION NO	DATE
26/7/2021	11:45 AM	1	23/7/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 103279
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CREMORNE
LOCAL GOVERNMENT AREA NORTH SYDNEY
PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP103279

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 103279
ADDRESS FOR SERVICE OF DOCUMENTS:
211 MILITARY ROAD
CREMORNE NSW 2090

SECOND SCHEDULE (3 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
SMOKE PENETRATION - OPTION A HAS BEEN ADOPTED
- AR251604 POSITIVE COVENANT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 103279			
LOT	ENT	LOT	ENT
1	59	2	35
5	35	6	68
9	34	10	33
13	62	14	38
17	36	18	66
		3	35
		7	61
		11	31
		15	36
		19	99
		4	35
		8	33
		12	63
		16	34
		20	107

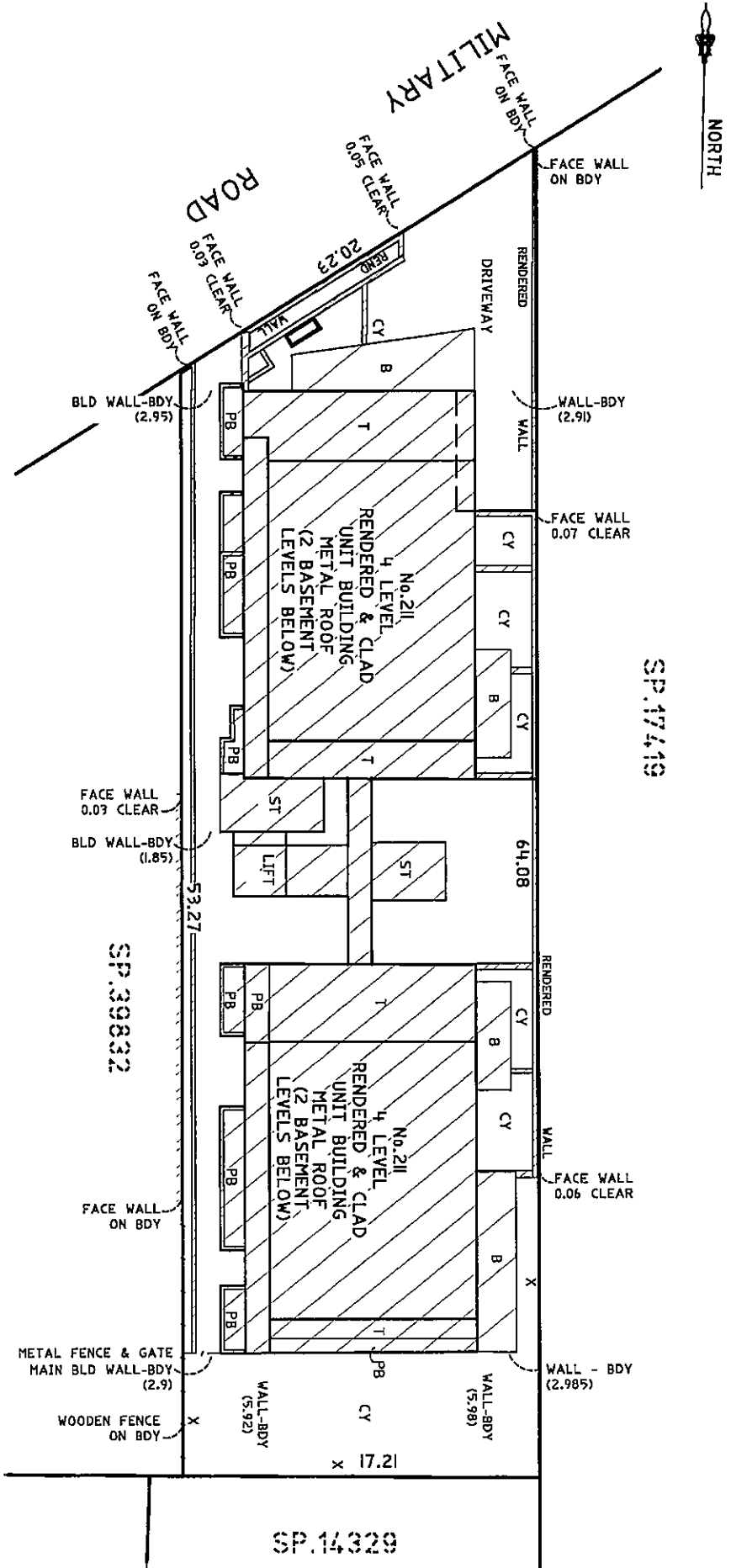
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

op02730015

PRINTED ON 26/7/2021



NOTE:
 B DENOTES BALCONY
 CY DENOTES COURTYARD
 ST DENOTES STAIRS
 T DENOTES TERRACE
 PB DENOTES PLANTER BOX
 X DENOTES LOT BOUNDARY IS COINCIDENT WITH PARCEL BOUNDARY

LOCATION PLAN

SURVEYOR
 Name: CHRISTOPHER LARMOUR
 Date: 2ND NOVEMBER 2020
 Reference: 14841F STRATA

PLAN OF SUBDIVISION OF LOT 1 IN DP1268588

LGA: NORTH SYDNEY
 Locality: CREMORNE
 Reduction Ratio: 1:200
 Lengths are in metres.

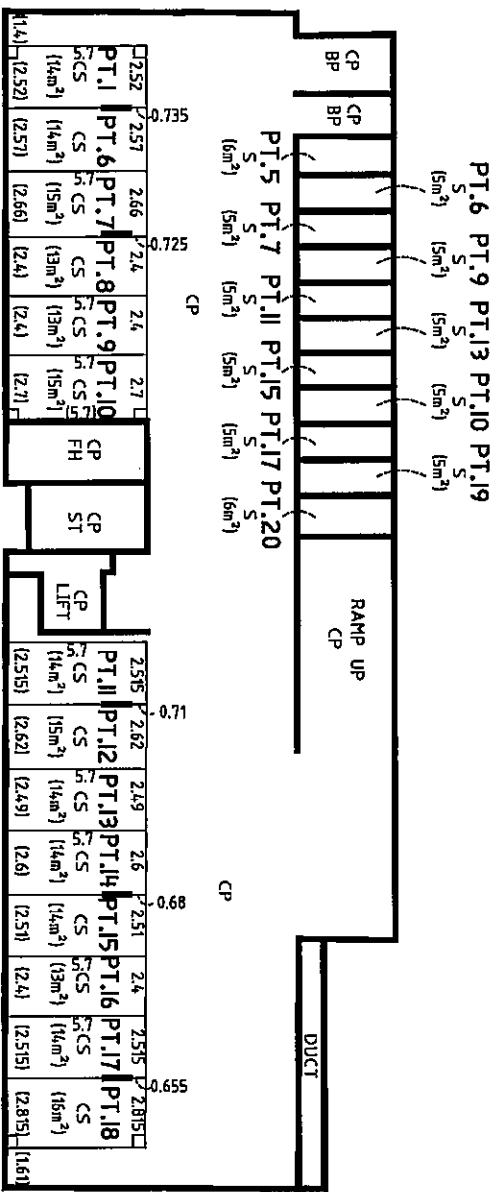


Registered
 23/07/2021

SP103279



FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN



LEVEL 1
 (LOWER BASEMENT PLAN)

- NOTE:
 ALL AREAS ARE APPROXIMATE ONLY
 BP DENOTES BICYCLE PARKING
 CP DENOTES COMMON PROPERTY
 CS DENOTES CARSPACE
 FH DENOTES FIRE HYDRANT ROOM
 MR DENOTES METER ROOM
 ST DENOTES STAIRS
 S DENOTES STORE
- DENOTES 90°
 DENOTES LOT BOUNDARY TO CENTRE OF FACE OF COLUMN
 DENOTES LOT BOUNDARY TO FACE OF COLUMN

SURVEYOR
 Name: CHRISTOPHER LARMOUR
 Date: 2ND NOVEMBER 2020
 Reference: 14941F STRATA

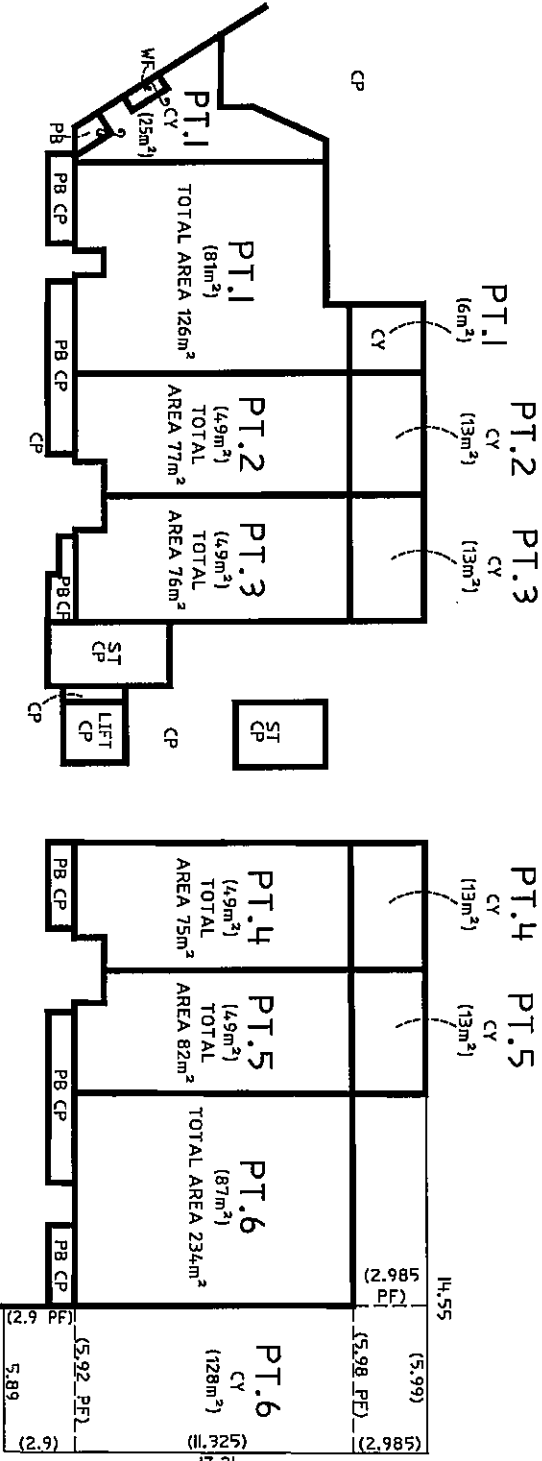
PLAN OF SUBDIVISION OF LOT 1 IN DP1268588

LGA: NORTH SYDNEY
 Locality: CREMORNE
 Reduction Ratio: 1:200
 Lengths are in metres.



Registered
 23/07/2021

SP103279



LEVEL 3
 (GROUND FLOOR PLAN)

NOTE:
 ALL AREAS ARE APPROXIMATE ONLY
 CP DENOTES COMMON PROPERTY
 CY DENOTES COURTYARD
 ST DENOTES STAIRS
 PB DENOTES PLANTER BOX
 PF DENOTES PROLONGATION OF FACE OF WALL
 WF DENOTES WATER FEATURE

SURVEYOR
 Name: CHRISTOPHER LARMOUR
 Date: 2ND NOVEMBER 2020
 Reference: 14841F STRATA

PLAN OF SUBDIVISION OF LOT 1 IN DP1268588

LGA: NORTH SYDNEY
 Locality: CREMORNE
 Reduction Ratio: 1:200
 Lengths are in metres.



Registered
 23/07/2021

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COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

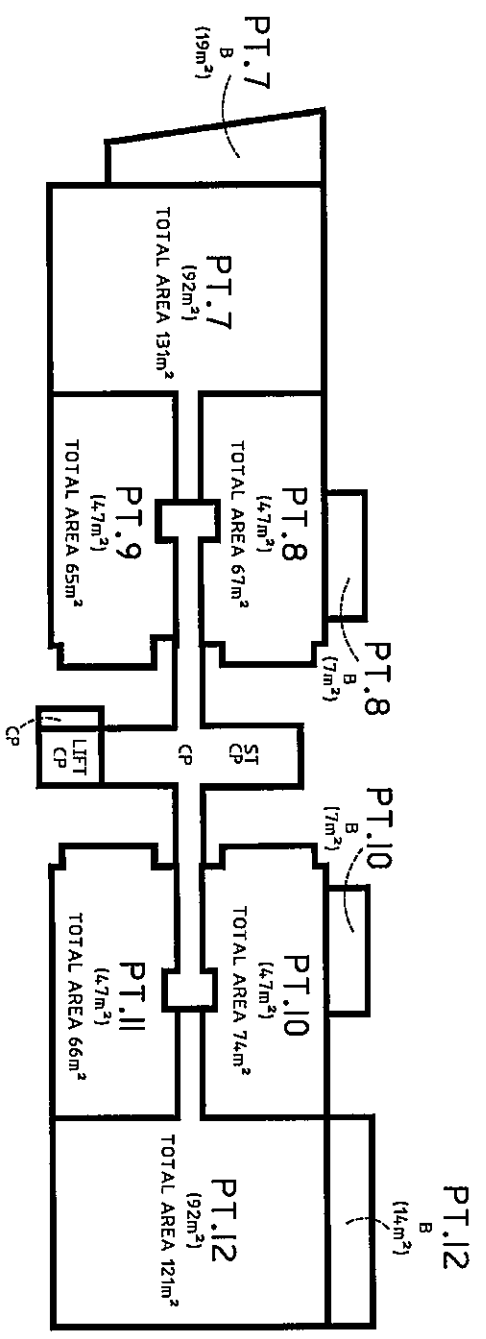
COURTYARDS ARE ALSO LIMITED IN DEPTH TO 1.0 METRE BELOW THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT EXCEPT WHERE LIMITED BY THE UPPER SURFACE OF TILES OR THE UPPER SURFACE OF THE BASEMENT SLAB.

THE PLANTER BOX AND WATER FEATURE AREAS OF LOT 1 ARE LIMITED TO THE SAME HEIGHT AND DEPTH AS THE COURTYARD OF LOT 1

TILES AND WATERPROOFING MEMBRANE ARE COMMON PROPERTY AND DO NOT FORM PART OF THE LOT

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

THE DECK WITHIN THE COURTYARD OF LOT 6 FORMS PART OF THE LOT AND IS NOT COMMON PROPERTY.



LEVEL 4
 (FIRST FLOOR PLAN)

BALCONIES ARE LIMITED IN HEIGHT WHERE UNCOVERED TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS UNLESS COVERED WITHIN THIS HEIGHT FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
 TILES AND WATERPROOFING MEMBRANE ARE COMMON PROPERTY AND DO NOT FORM PART OF THE LOT

NOTE:
 ALL AREAS ARE APPROXIMATE ONLY
 B DENOTES BALCONY
 CP DENOTES COMMON PROPERTY
 ST DENOTES STAIRS

SURVEYOR
 Name: CHRISTOPHER LARMOUR
 Date: 2ND NOVEMBER 2020
 Reference: 14841F STRATA

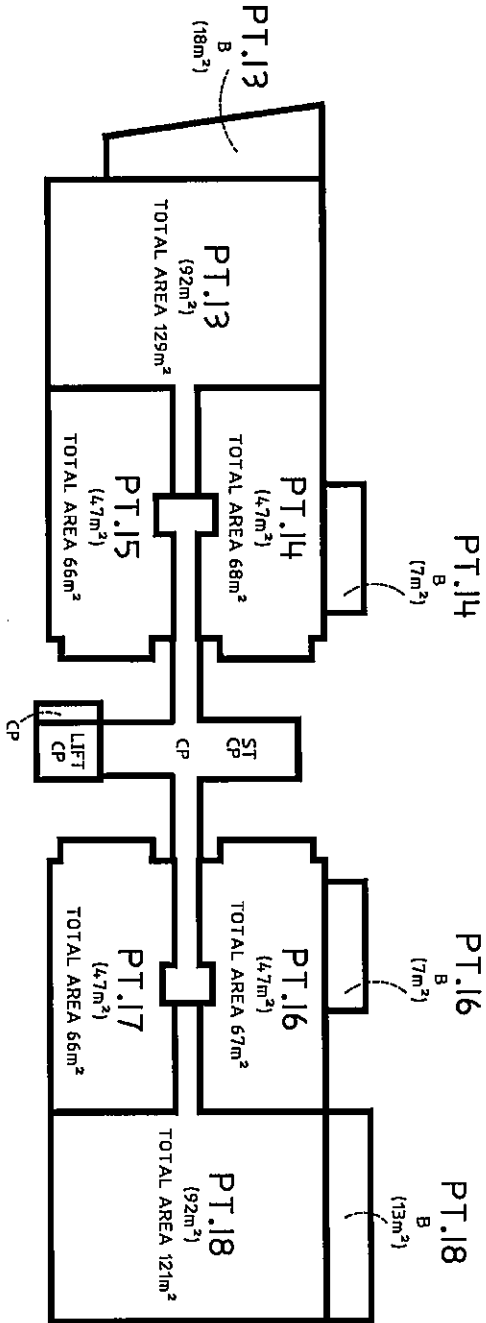
PLAN OF SUBDIVISION OF LOT 1 IN DP1268588

LGA: NORTH SYDNEY
 Locality: CREMORNE
 Reduction Ratio: 1:200
 Lengths are in metres.



Registered
 23/07/2021


SP103279

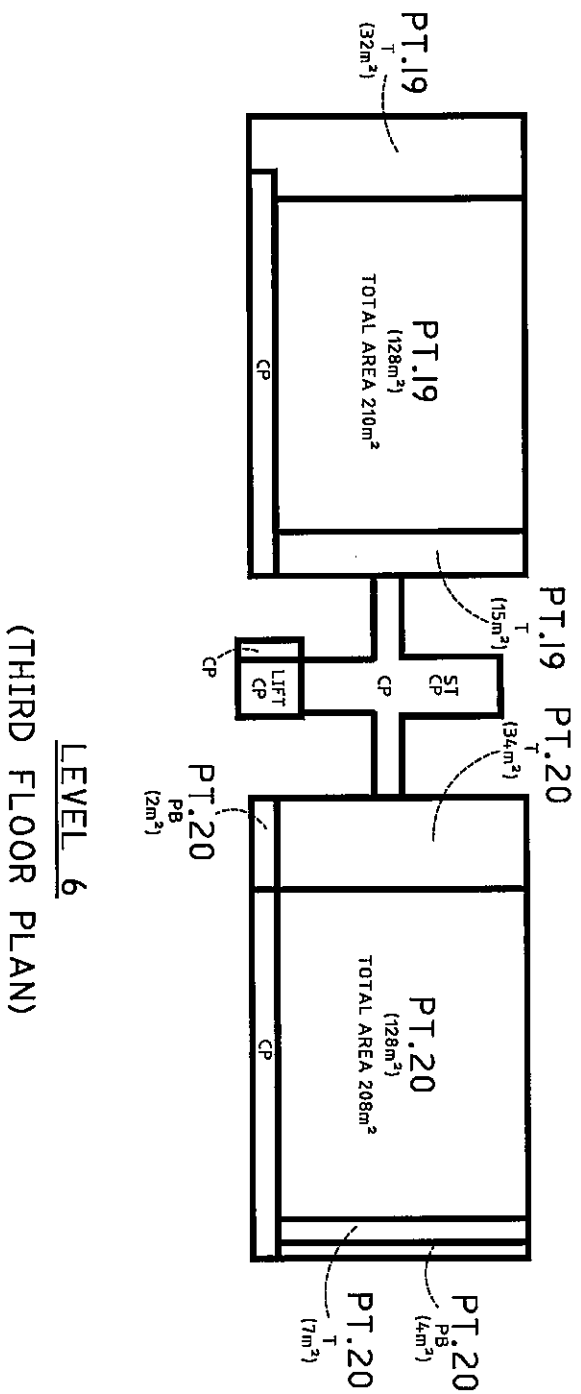
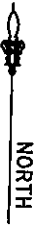


LEVEL 5
 (SECOND FLOOR PLAN)

NOTE:
 ALL AREAS ARE APPROXIMATE ONLY
 B DENOTES BALCONY
 CP DENOTES COMMON PROPERTY
 ST DENOTES STAIRS

BALCONIES ARE LIMITED IN HEIGHT WHERE UNCOVERED TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS UNLESS COVERED WITHIN THIS HEIGHT FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
 TILES AND WATERPROOFING MEMBRANE ARE COMMON PROPERTY AND DO NOT FORM PART OF THE LOT


SURVEYOR Name: CHRISTOPHER LARMOUR Date: 2ND NOVEMBER 2020 Reference: 14841F STRATA	PLAN OF SUBDIVISION OF LOT 1 IN DP1268588	LGA: NORTH SYDNEY Locality: CREMORNE Reduction Ratio: 1:200 Lengths are in metres.	Registered  23/07/2021	SP103279
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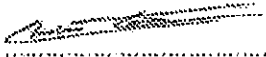
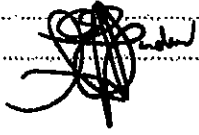



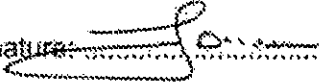
LEVEL 6
 (THIRD FLOOR PLAN)

NOTE:
 ALL AREAS ARE APPROXIMATE ONLY
 CP DENOTES COMMON PROPERTY
 PB DENOTES PLANTER BOX
 ST DENOTES STAIRS
 T DENOTES TERRACE


TERRACES AND PLANTER BOXES ARE LIMITED IN HEIGHT WHERE UNCOVERED TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS UNLESS COVERED WITHIN THIS HEIGHT
 TILES AND WATERPROOFING MEMBRANE ARE COMMON PROPERTY AND DO NOT FORM PART OF THE LOT
 FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN

SURVEYOR Name: CHRISTOPHER LARMOUR Date: 2ND NOVEMBER 2020 Reference: 14941F STRATA	PLAN OF SUBDIVISION OF LOT 1 IN DP1268588	LGA: NORTH SYDNEY Locality: CREMORNE Reduction Ratio: 1:200 Lengths are in metres.	Registered  23/07/2021	SP103279
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SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Office Use Only Registered:  23/07/2021		Office Use Only <h1 style="text-align: center;">SP103279</h1>
PLAN OF SUBDIVISION OF LOT 1 IN DP1268588	LGA: NORTH SYDNEY Locality: CREMORNE Parish: WILLOUGHBY County: CUMBERLAND	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents 211 MILITARY ROAD CREMORNE 2090 Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*X Smoke penetration: Option *A/*X (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.	
<p style="text-align: center;">Surveyor's Certificate</p> I Christopher Larmour, of CMS Surveyors P/L PO Box 463 Dee Why 2089 being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by a Signature:  ELECTRONIC SIGNATURE AFFIXED BY ME (CHRISTOPHER LARMOUR) Date: 2.11.2020 Surveyor ID: 8786 Surveyor's Reference: 14841F <small>* Insert the deposited plan number or dossier number of the instrument that created the easement</small>	<p style="text-align: center;">Strata Certificate (Registered Certifier)</p> I <u>ADRIAN PHILLIP BARDEN</u> being a Registered Certifier, registration number <u>BDC0767</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 68 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 60 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: 16526 Relevant Planning Approval No.: CDC-16525 issued by: ADRIAN BARDEN Electronic signature affixed by me (Adrian Barden) Signature:  Date: 13 JULY 2021 <small>* Insert lot numbers of proposed utility lots.</small>	
<small>* Strike through if inapplicable</small>		

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)																																																
Office Use Only	Office Use Only																																																	
Registered:  23/07/2021	SP103279																																																	
VALUER'S CERTIFICATE																																																		
I, <u>TIMOTHY O'HALLORAN</u> of <u>66 BERRY ST, NORTH SYDNEY</u>																																																		
being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with:																																																		
Professional Body: <u>REAL ESTATE INSTITUTE OF NSW</u>																																																		
Class of membership: <u>VALUER</u>																																																		
Membership number: <u>6913</u>																																																		
certify that the unit entitlements shown in the schedule herewith were apportioned on <u>30th APRIL 2021</u> (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015																																																		
Signature:  Date <u>30-04-2021</u>																																																		
* Full name, valuer company name or company address																																																		
SCHEDULE OF UNIT ENTITLEMENT																																																		
<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;">Lot No.</th> <th style="padding: 5px;">UE</th> <th style="padding: 5px;">Lot No.</th> <th style="padding: 5px;">UE</th> </tr> </thead> <tbody> <tr><td style="padding: 5px;">1</td><td style="padding: 5px;">59</td><td style="padding: 5px;">11</td><td style="padding: 5px;">31</td></tr> <tr><td style="padding: 5px;">2</td><td style="padding: 5px;">35</td><td style="padding: 5px;">12</td><td style="padding: 5px;">63</td></tr> <tr><td style="padding: 5px;">3</td><td style="padding: 5px;">35</td><td style="padding: 5px;">13</td><td style="padding: 5px;">62</td></tr> <tr><td style="padding: 5px;">4</td><td style="padding: 5px;">35</td><td style="padding: 5px;">14</td><td style="padding: 5px;">38</td></tr> <tr><td style="padding: 5px;">5</td><td style="padding: 5px;">35</td><td style="padding: 5px;">15</td><td style="padding: 5px;">36</td></tr> <tr><td style="padding: 5px;">6</td><td style="padding: 5px;">68</td><td style="padding: 5px;">16</td><td style="padding: 5px;">34</td></tr> <tr><td style="padding: 5px;">7</td><td style="padding: 5px;">61</td><td style="padding: 5px;">17</td><td style="padding: 5px;">36</td></tr> <tr><td style="padding: 5px;">8</td><td style="padding: 5px;">33</td><td style="padding: 5px;">18</td><td style="padding: 5px;">66</td></tr> <tr><td style="padding: 5px;">9</td><td style="padding: 5px;">34</td><td style="padding: 5px;">19</td><td style="padding: 5px;">99</td></tr> <tr><td style="padding: 5px;">10</td><td style="padding: 5px;">33</td><td style="padding: 5px;">20</td><td style="padding: 5px;">107</td></tr> <tr> <td colspan="2" style="padding: 5px; text-align: right;">Total</td> <td colspan="2" style="padding: 5px; text-align: center;">1000</td> </tr> </tbody> </table>			Lot No.	UE	Lot No.	UE	1	59	11	31	2	35	12	63	3	35	13	62	4	35	14	38	5	35	15	36	6	68	16	34	7	61	17	36	8	33	18	66	9	34	19	99	10	33	20	107	Total		1000	
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Surveyor's Reference: 14841F																																																		

SP FORM 3.06 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 5 sheet(s)
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Office Use Only	Office Use Only
Registered:  23/07/2021	SP103279


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

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

SCHEDULE OF STREET ADDRESSES:

LOT	UNIT No.	STREET No.	STREET NAME	STREET TYPE	LOCALITY
CP	-	211	MILITARY	ROAD	CREMORNE
1	1	211	MILITARY	ROAD	CREMORNE
2	2	211	MILITARY	ROAD	CREMORNE
3	3	211	MILITARY	ROAD	CREMORNE
4	4	211	MILITARY	ROAD	CREMORNE
5	5	211	MILITARY	ROAD	CREMORNE
6	6	211	MILITARY	ROAD	CREMORNE
7	7	211	MILITARY	ROAD	CREMORNE
8	8	211	MILITARY	ROAD	CREMORNE
9	9	211	MILITARY	ROAD	CREMORNE
10	10	211	MILITARY	ROAD	CREMORNE
11	11	211	MILITARY	ROAD	CREMORNE
12	12	211	MILITARY	ROAD	CREMORNE
13	13	211	MILITARY	ROAD	CREMORNE
14	14	211	MILITARY	ROAD	CREMORNE
15	15	211	MILITARY	ROAD	CREMORNE
16	16	211	MILITARY	ROAD	CREMORNE
17	17	211	MILITARY	ROAD	CREMORNE
18	18	211	MILITARY	ROAD	CREMORNE
19	19	211	MILITARY	ROAD	CREMORNE
20	20	211	MILITARY	ROAD	CREMORNE

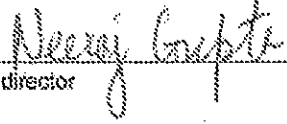
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)
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Office Use Only	Office Use Only
Registered:  23/07/2021	SP103279

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

EXECUTED by MARLBOROUGH NOMINEES PTY LTD
ACN 010 151 685 by its authorised officers in accordance
with section 127 of the Corporations Act 2001:



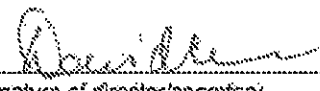
Signature of director

DIRECTOR

Role

NEERAJ GUPTA

Full Name



Signature of director/secretary


CO SECRETARY

Role

DAVID WOOD

Full Name

SP FORM 3.06 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)
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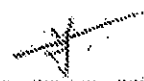
Office Use Only	Office Use Only
Registered:  23/07/2021	SP103279

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

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

EXECUTED by MORTGAGEE - WESTPAC BANKING CORPORATION

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. (See * below)

Signature of Witness: 

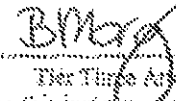
Name of Witness: Pushpa Nidala

Address of Witness: 150 Colliers Street
Melbourne VIC 3000

**STRP Act requires that you must have known the signatory for more than 12 months or have verified identifying documentation*

Certified correct for the purposes of the Real Property Act 1900 by the ~~REGISTRAR GENERAL~~

SIGNED by Bronwyn Morgan as attorney for Westpac Banking Corporation ABN 33 007 457 141 under power of attorney registered Book 4299 no. 332


(Signature) Dee Tingo Attorney
By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.



Strata Schemes Management Regulation 2016

Current version for 21 July 2021 to date (accessed 26 July 2021 at 12:07)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note—

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

1 Vehicles

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

2 Changes to common property

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

3 Damage to lawns and plants on common property

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

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

4 Obstruction of common property

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

5 Keeping of animals

Note—

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

Option A

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

Option B

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

6 Noise

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

7 Behaviour of owners, occupiers and invitees

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

(b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

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

9 Smoke penetration

Note—

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

Option A

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

Option B

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

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

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

12 Appearance of lot

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

13 Cleaning windows and doors

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

14 Hanging out of washing

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

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

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

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

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

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

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

18 Compliance with planning and other requirements

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

Schedule 4 Fees

(Clause 64)

Item	Type of fee	Fee
	Fee payable to Secretary	
I	Lodgment of building bond	\$1,500
1A	Arranging appointment of building inspector under section 196 or 200 of the Act	\$1,500
	Fees payable to owners corporation	

2	For making records available for inspection under section 182 of the Act	\$31 and an additional \$16 for each half-hour or part of half-hour after the first hour of inspection
3	For giving a certificate under section 184 of the Act—	
	(a) if the request is an initial request or request made more than 3 months after a previous request by the same person in respect of the same lot	\$109 and an additional \$54 for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate
	(b) if the request is made not more than 3 months after a previous request by the same person in respect of the same lot	\$94 and an additional \$47 for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate

Schedule 5 Penalty notice offences

(Clause 65)

Column 1	Column 2
Provision	Penalty
Offences under the Act	
Section 57(2)	\$550 (in the case of an individual) or \$1,100 (in the case of a corporation)
Section 60(1)	\$550 (in the case of an individual) or \$1,100 (in the case of a corporation)
Section 60(2)	\$550 (in the case of an individual) or \$1,100 (in the case of a corporation)
Section 62(1)	\$550 (in the case of an individual) or \$1,100 (in the case of a corporation)
Section 123(2)	\$1,100
Section 160(1)	\$220
Section 160(2)	\$220
Section 195(4)	\$220
Section 202(1)	\$220
Section 202(2)	\$220
Section 203(2)	\$220
Section 249(4)	\$220
Section 258	\$110 (in the case of an individual) or \$220 (in the case of a corporation)
Offences under this Regulation	
Clause 45E	\$55 (in the case of an individual) or \$110 (in the case of a corporation)

Lodger Details

Lodger Code 500570R
Name ROBERTSON SAXTON OSBORNE
Address L4, 53 WALKER ST
NORTH SYDNEY 2060
Lodger Box 1W
Email JSAXTON@RSOLAWYERS.COM.AU
Reference 20210167

Land Registry Document Identification

AR251604

STAMP DUTY:

Positive Covenant (13PC)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
1/1268588	N	

Applicant

MARLBOROUGH NOMINEES PTY LTD ACN 010151685
Registered company

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of MARLBOROUGH NOMINEES PTY LTD
Signer Name VICTORIA LOUISE HERBERT
Signer Organisation PARTNERS OF ROBERTSON SAXTON PRIMROSE DUNN
Signer Role PRACTITIONER CERTIFIER
Execution Date 19/07/2021

Form: 13PC
 Release: 3.2

POSITIVE COVENANT
 New South Wales
 Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional pages to the top left-hand corner.

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	1/1268588		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	
		Email:	
		Reference:	
	PC		
(C) REGISTERED PROPRIETOR	Of the above land Marlborough Nominees Pty. Ltd. <i>ACX 010 151 685</i>		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AN445424	Westpac Banking Corporation
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 North Sydney Council		

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE *19/7/2021*

(G) Execution by the prescribed authority

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *[Signature]*
 Name of witness: *ROBYN PEARSON*
 Address of witness: *200 Miller St, North Sydney*

Signature of authorised officer: *[Signature]*
 Name of authorised officer: *Long Huynh*
 Position of authorised officer: *Team leader building*
Pursuant to S. 878
Local Government Act 1998 Compliance.

(G) Execution by the registered proprietor

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: *See Annexure 'B'*
 Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:
 Office held:

Name of authorised person:
 Office held:

(H) Consent of the mortgagee

The mortgagee under mortgage No. AN445424, agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Signature of mortgagee: *See Annexure 'C'*

Name of witness:

Address of witness:

Annexure 'A'

This is the annexure marked "A" and referred to in the Positive Covenant given by Marlborough Nominees Pty Ltd to North Sydney Council.

Terms of the Positive Covenant

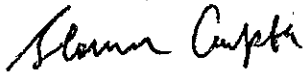
- i. In this Positive Covenant "detention system or rainwater reuse system" shall mean the detention system or rainwater re use system approved by North Sydney Council Pursuant to Development Application D163/17 (and its approved construction plans and 'Work-as-Executed/As-built' plans) or any modification thereof approved by North Sydney Council in writing.
- ii. The Registered Proprietors of the lots burdened will:
 - a. at their own expense well and sufficiently maintain and keep in good and substantial repair and working order any detention system/rainwater re use system which exists from time to time on the land.
 - b. permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant.
- iii. The Registered Proprietors shall not remove the detention system/rainwater reuse system without the prior consent of North Sydney Council.
- iv. The Registered Proprietors hereby agree to indemnify North Sydney Council from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation damages, costs and expenses which North Sydney Council or any other person may suffer or incur as a result of any malfunction or non-operation of any such detention system/ rainwater re use system arising from any failure of the Registered Proprietors to comply with the terms of this Covenant.
- v. The term "Registered Proprietors" shall include the Registered Proprietors of the land from time to time and all their heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this covenant shall bind all those registered proprietors jointly and severally.
- vi. North Sydney Council is the sole party authorised to release, vary or modify this Instrument.

Annexure '8' to POSITIVE COVENANT

Parties: Marlborough Nominees Pty Ltd (ACN 010 151 685) and North Sydney Council

Dated: 19/7/2021

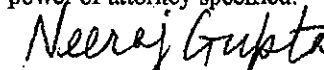
I certify I am an eligible witness and that the registered proprietor's attorney signed this dealing in my presence.



Signature of witness:

Name of witness: SHAMIR GUPTA
Address of witness: 57 Kent Road
North Ryde 2113

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor's attorney who signed this dealing pursuant to the power of attorney specified.



Signature of attorney:

Attorney's name: Neeraj Gupta
Signing on behalf of: Marlborough Nominees Pty Ltd (ACN 010 151 685)
Power of attorney Book: 4711 No: 771

Annexure: "C" to POSITIVE COVENANT.

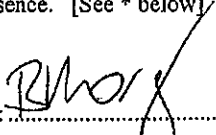
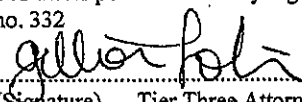
Parties: Marlborough Nominees Pty Ltd and Westpac Banking Corporation.

Property Address: 211 Military Road, CREMORNE, NSW 2090

Terms of Positive Covenant (Cont).

Signed by the Mortgagee:

Westpac Banking Corporation as Mortgagee under Mortgage AN445424.

<p>I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]</p> <p>Signature of Witness: </p> <p>Name of Witness: <u>Bronwyn Morgan</u></p> <p>Address of Witness: 150 Collins Street Melbourne VIC 3000</p>	<p>Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee</p> <p>SIGNED by <u>Gillian Forti</u> as attorney for Westpac Banking Corporation ABN 33 007 457 141 under power of attorney registered Book 4299 no. 332</p> <p></p> <p>(Signature) Tier Three Attorney</p> <p>By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.</p>
<p><i>*s) 17RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation</i></p>	



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 all correspondence General Manager North Sydney Council
 PO Box 12 North Sydney NSW 2059
 DX10587

telephone (02) 9936 8100
 facsimile (02) 9936 8177
 email council@northsydney.nsw.gov.au
 internet www.northsydney.nsw.gov.au
 ABN 32 353 260 317

Applicant:

Robertson Saxton Osborne
PO Box 118 2059

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

Cert. No.: 80196/02
Page No.: 1 of 8

Parcel No: 69103

Date: 20/08/2021
Receipt No.:
Your REF: 20210558, 559, 560

Property Description:

**U 206 211 Military Road CREMORNE NSW
 2090
 LOT: 18 SP: 103279**

Owner (as recorded by council):

Marlborough Nominees Pty Ltd

**CARE Richardson & Wrench North
 Sydney
 PO Box 446
 NORTH SYDNEY NSW 2059**

The Title information shown on this Certificate has been obtained from the Land and Property Information NSW, therefore Council cannot guarantee accuracy.

The information required to be disclosed in this planning certificate is that prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation 2000. If no response is provided in this planning certificate for an item listed in Schedule 4, that matter has been considered and determined as not applying to the land to which this certificate relates.

**AS AT THE DATE OF THE CERTIFICATE THE FOLLOWING MATTERS APPLY TO THE ABOVE
 MENTIONED LAND.**

PLANNING INSTRUMENT:

North Sydney Local Environmental Plan 2013, published on the NSW legislation website on 2 August 2013 and came into force on 13 September 2013, as amended.

Zone: R4 – High Density Residential

Permitted without consent

Environmental protection works

Permitted with consent

Attached dwellings; Boarding Houses; Centre-based childcare facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Entertainment facilities; Home-based childcare; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Shop top housing

Prohibited

Pond-based aquaculture; Tank-based aquaculture; Any development, other than a development specified above, is prohibited in the zone



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Exempt Development

Development for the purposes set out in clause 3.1 of *North Sydney Local Environmental Plan 2013* is exempt development, which may be carried out within the zone without the need for development consent.

Complying Development

Development for the purposes set out in clause 3.2 of *North Sydney Local Environmental Plan 2013* is complying development, which may be carried out within the zone without the need for development consent, provided that a complying development certificate is obtained.

Development Consent MAY BE REQUIRED for the DEMOLITION of all or part of any building on the subject land under *North Sydney Local Environmental Plan 2013*. Refer to *SEPP (Exempt and Complying Development Codes) 2008* and Clause 3.1 under *North Sydney Local Environmental Plan 2013*.

DRAFT PLANNING INSTRUMENTS:

Planning Proposal 2/19 to amend North Sydney Local Environmental Plan 2013 – Alfred Street Precinct, North Sydney

This Planning Proposal seeks to amend the planning controls to *North Sydney Local Environmental Plan 2013* for land at 263-283 Alfred Street & 4 Little Alfred Street, North Sydney otherwise known as the Alfred Street Precinct. In particular, the proposed amendments include:

- Rezoning the site from B3 Commercial Core to B4 Mixed Use
- Increasing the maximum building height from 13m to a range of heights being, 28m, 29m, 31m and 80m;
- Increasing the floor space ratio (FSR) control for part of the site from 3.5:1 to 7.3:1; and
- Introducing a design excellence provision to allow for an additional FSR of 2:1 for the portion of the site that seeks the base FSR increase.

The Planning Proposal will be on public exhibition from Thursday 10 December 2020 to Friday 29 January 2021. This exhibition period has been extended until 19 February 2021.

Note. Due to Council not supporting the progression of this Planning Proposal at its meeting of 26 August 2019, the public exhibition of the Planning Proposal and its subsequent plan making steps are being facilitated by the Sydney North Planning Panel, which forms a division of the Department of Planning, Industry and Environment.

Planning Proposal 6/19 to amend North Sydney Local Environmental Plan 2013 – 27-57 Falcon Street, Crows Nest

This Planning Proposal seeks to amend the planning controls to *North Sydney Local Environmental Plan 2013* for land at 27-57 Falcon Street, Crows Nest. In particular, the proposed amendments include:

- Rezone the site from *B4 Mixed Use*, to *R4 High Density Residential*;
- Increase the maximum building height from 10m to part 21m and part 14.5m;
- Apply a maximum floor space ratio control of 1.85:1;
- Remove the current non-residential floor space requirement applying to the site;
- Retain 'retail premises' as a permitted land use on the site; and
- Include a site-specific provision under Part 6 Division 2 of the LEP to allow minor exceedances to the Height of Building control to facilitate access to roof / lift overrun.

The Planning Proposal will be on public exhibition from Monday 15 March 2021 to Friday 16 April 2021.



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Planning Proposal 3/18 to amend North Sydney Local Environmental Plan 2013 – 50-56 Atchison Street, St Leonards

This Planning Proposal seeks to amend the planning controls to *North Sydney Local Environmental Plan 2013* for land at 50-56 Atchison Street, St Leonards. In particular, the proposed amendments include:

- Increasing the maximum building height from 20m to 56m (equivalent to 16 storeys);
- Imposing a maximum Floor Space Ratio (FSR) of 6.4:1;
- Increasing the minimum non-residential FSR from 0.6:1 to 1.7:1; and
- Introducing a site-specific provision allowing a lift overrun to provide access to communal open space at the rooftop to exceed the maximum building height to a maximum height of 58.1m.

Accompanying the Planning Proposal is a draft Voluntary Planning Agreement (VPA) that proposes monetary and in-kind contributions to community infrastructure including:

- Provision of a 5.6m wide and 7.2 - 7.5m high pedestrian through-site link from Atchison Street to Atchison Lane, with an easement for public access between 6am and 11pm; and
- A monetary contribution of \$1.4 million to Council for open space upgrades within the St Leonards/Crows Nest Precinct.

The Planning Proposal and draft VPA will be on public exhibition from Monday 19 July 2021 to Monday 30 August 2021 (extended).

DEVELOPMENT CONTROL PLANS:

North Sydney Development Control Plan 2013

North Sydney Development Control Plan 2013 applies to all land to which *North Sydney Local Environmental Plan 2013* applies. The Development Control Plan was adopted by Council on 2 September 2013 and came into effect on 13 September 2013. Amended 20/02/14. Amended 08/01/2015. Amended 26/03/2015. Amended 6/08/2015. Amended 5/11/2015. Amended 7/07/2016. Amended 13/10/2016. Amended 19/07/2017. Amended 16/11/2017. Amended 7/12/2017. Amended 15/03/2018. Amended 5/12/2019. Amended 12/03/2020. Amended 2/07/2020. Amended 14/09/2020. Amended 17/11/2020.

Draft Amendment to North Sydney DCP 2013 (Ward Street Precinct Masterplan)

On 22 March 2021, Council resolved to endorse a draft amendment to North Sydney Development Control Plan (NSDCP) 2013 to give effect to the desired outcomes of the Ward Street Precinct Masterplan (as endorsed by Council on 24 June 2019) and place that draft amendment on public exhibition. Public exhibition of the draft amendments to NSDCP 2013 will take place from Monday 19 April 2021 to Monday 17 May 2021.

Draft Amendment to North Sydney DCP 2013 (North Sydney CBD commercial tower setbacks and separation)

On 28 June 2021, Council resolved to endorse a draft amendment to North Sydney Development Control Plan (NSDCP) 2013 to amend the commercial tower built form controls in North Sydney CBD and place that draft amendment on public exhibition. Public exhibition of the draft amendment to NSDCP 2013 will take place from Monday 19 July 2021 to Monday 30 August 2021 (extended).

INFRASTRUCTURE CONTRIBUTION PLANS:

North Sydney Local Infrastructure Contributions Plan 2020. Local infrastructure contributions plan made under sections 7.11 and 7.12 of the Environmental Planning and Assessment Act 1979, applying to all development in the North Sydney local government area. Effective from 1 March 2021.



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HERITAGE CONTROLS:

The subject land IS NOT WITHIN A CONSERVATION AREA, under clause 5.10 - Heritage Conservation to *North Sydney Local Environmental Plan 2013*.

The subject land IS NOT identified as containing A HERITAGE ITEM, under clause 5.10 - Heritage Conservation to *North Sydney Local Environmental Plan 2013*.

The subject land IS NOT identified as containing a HERITAGE ITEM under *Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005*.

FLOOD CONTROLS:

Is the whole or part of the land located within a Flood Planning Area and subject to flood related development controls?

Unknown. Council is currently preparing a *Floodplain Risk Management Study and Plan* which will identify the extent of any Flood Planning Area and flood related development controls. Once the *Floodplain Risk Management Study and Plan* is adopted by Council in its final form (i.e. after being subject to public exhibition), the response to this question will change.

Is the whole or part of the land located between the Flood Planning Area and the probable maximum Flood and subject to flood related development controls?

Unknown. Council is currently preparing a *Floodplain Risk Management Study and Plan* which will identify the extent of any Flood Planning Area, probable maximum flood and flood related development controls. Once the *Floodplain Risk Management Study and Plan* is adopted by Council in its final form (i.e. after being subject to public exhibition), the response to this question will change.

OTHER CONTROLS:

The subject land is NOT PROCLAIMED as a MINE SUBSIDENCE DISTRICT within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

The subject land is NOT AFFECTED by any ROAD WIDENING OR ROAD REALIGNMENT under the *Roads Act 1993*.

The subject land is NOT AFFECTED by any ROAD WIDENING OR ROAD REALIGNMENT under any environmental planning instrument.

The subject land is NOT AFFECTED by any ROAD WIDENING OR ROAD REALIGNMENT under any Council resolution.

The subject land is NOT IDENTIFIED as BUSHFIRE PRONE LAND on Council's Bushfire Prone Land Map as certified by the NSW Rural Fire Service Commissioner dated 22 June 2018 pursuant to the requirements under the of the *Rural Fires Act 1997* and *Environmental Planning and Assessment Act 1979*.



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The subject land is NOT SUBJECT to any reservation for LAND ACQUISITION by a public authority for any purpose under any environmental planning instrument applying to the land as set out in this certificate.

Council is NOT AWARE of the subject land being subject to an ORDER issued under the *Trees (Disputes Between Neighbours) Act 2006*.

Loose-fill Asbestos Insulation

Council has no record of the subject land being identified on the NSW Fair Trading's *Loose-Fill Asbestos Insulation Register* as containing a residential building containing loose-fill asbestos insulation, (sometimes called "Mr Fluffy" insulation). Loose-fill asbestos is easy to disturb and can become airborne and it is then easily inhaled. Inhaling asbestos fibres can result in serious illness including asbestosis, lung cancer and mesothelioma.

You are advised to contact NSW Fair Trading for more information:

<https://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation>

Note: Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting which may have been used at this site.

Council is not aware of any *Affected Building Notice, Building Product Rectification Order* or *Intention to make a Building Product Rectification Order* made under the *Building Products (Safety) Act 2017* applying to the subject land.

The subject land is NOT AFFECTED by a policy, adopted by the Council or 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 by reason of the likelihood of landslip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

THE FOLLOWING STATE ENVIRONMENTAL PLANNING POLICIES AND REGIONAL ENVIRONMENTAL PLANS APPLY:

State Environmental Planning Policies (SEPPs)

SEPP No. 1 – Development Standards

SEPP No. 19 - Bushland in urban areas

SEPP No. 33 - Hazardous and offensive development

SEPP No. 50 - Canal estate development

SEPP No. 55 - Remediation of land

SEPP No. 64 - Advertising and signage

SEPP No. 65 - Design Quality of Residential Apartment Development

SEPP No. 70 – Affordable Housing (Revised Schemes)

SEPP (Affordable Rental Housing) 2009

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (Concurrences) 2018

SEPP (Educational Establishments & Child Care Facilities) 2017

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing for Seniors or People with a Disability) 2004 - formerly SEPP (Seniors Living) 2004

SEPP (Infrastructure) 2007

SEPP (Primary Production and Rural Development) 2019

SEPP (State Significant Precincts) 2005 - formerly SEPP Major Development, SEPP Major Projects & SEPP State Significant Development



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ABN 32 353 260 317

SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007 - *formerly SEPP (Temporary Structures) 2007*
SEPP (State and Regional Development) 2011
SEPP (Vegetation in Non-Rural Areas) 2017

Regional Environmental Plans (REPs) (Deemed SEPPs)

Sydney REP (Sydney Harbour Catchment) 2005

Note: summaries of the SEPPs and deemed SEPPs are provided on the Department of Planning's website at:
www.planning.nsw.gov.au

Draft State Environmental Planning Policies (SEPPs)

Draft SEPP No. 66 - Integration of Land Use and Transport
Draft SEPP (Application of Development Standards) 2004
Draft SEPP (Competition) 2010
Draft SEPP (Environment) 2017
Draft SEPP (Remediation of Land) 2018
Draft SEPP (Short-term Rental Accommodation) 2019
Draft SEPP (Housing Diversity) 2020
Draft SEPP (Design and Place) 2021

Note: summaries of the draft SEPPs are provided on the Department of Planning's website at:
www.planning.nsw.gov.au

FOR THE PURPOSE OF SECTION 10.7(2) AND CLAUSE 3 TO SCHEDULE 4 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2000, THE FOLLOWING INFORMATION IS PROVIDED:

Housing Code

Complying development types specified within the Housing Code under Part 3 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Rural Housing Code

Complying development types specified within the Rural Housing Code under Part 3A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Housing Alterations Code

Complying development types specified within the Housing Alterations Code under Part 4 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

General Development Code

Complying development types specified within the General Development Code under Part 4A *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Commercial and Industrial Alterations Code

Complying development types specified within the Commercial and Industrial Alterations Code under Part 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Commercial and Industrial (New Buildings and Additions) Code



address 200 Miller Street North Sydney NSW 2060

all correspondence General Manager North Sydney Council
PO Box 12 North Sydney NSW 2059
DX10587

telephone (02) 9936 8100

facsimile (02) 9936 8177

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Complying development types specified within the Commercial and Industrial (New Buildings and Additions) Code under Part 5A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Subdivisions Code

Complying development types specified within the Subdivisions Code under Part 6 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Demolition Code

Complying development types specified within the Demolition Code under Part 7 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Fire Safety Code

Complying development types specified within the Fire Safety Code under Part 8 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Container Recycling Facilities Code

Complying development types specified within the Container Recycling Facilities Code under Part 5B of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Low Rise Housing Diversity Code

Complying development types specified within the Low Rise Housing Diversity Code under Part 3B of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Greenfield Housing Code

Complying development types specified within the Greenfield Housing Code under Part 3C of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Note. This part of the Planning Certificate only addresses matters raised in Clauses 1.17A(c)-(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 relevant requirements of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* is invalid.

FOR THE PURPOSE OF SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997, THE FOLLOWING INFORMATION IS PROVIDED:

Council is NOT AWARE of the land (or part of the land) being declared SIGNIFICANTLY CONTAMINATED land, as defined under Section 11 of the *Contaminated Land Management Act, 1997*.

Council is NOT AWARE of the land (or part of the land) being subject to a MANAGEMENT ORDER, as defined under Section 14(1) of the *Contaminated Land Management Act, 1997*.

Council is NOT AWARE of the land (or part of the land) being the subject of an approved VOLUNTARY MANAGEMENT PROPOSAL, as defined under Section 17(1) of the *Contaminated Land Management Act, 1997*.



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ABN 32 353 260 317

Council is NOT AWARE of the land (or part of the land) being subject to an ONGOING MAINTENANCE ORDER, as defined under Section 28(2) of the Contaminated Land Management Act, 1997.

Council is NOT AWARE of the land (or part of the land) being the subject of a SITE AUDIT STATEMENT, as defined under Part 4 of the Contaminated Land Management Act, 1997.

For further information, please contact Council's
DIVISION OF CITY STRATEGY

KEN GOULDTHORP
GENERAL MANAGER
*Electronically generated certificate
– no signature required*

Sewer Service Diagram

Application Number: 8000515766

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD DIAGRAM OF SANITARY DRAINAGE

H.S. 73F

Municipality of *North Sydney*

SEWER AVAILABLE

Diagram No. *243621*

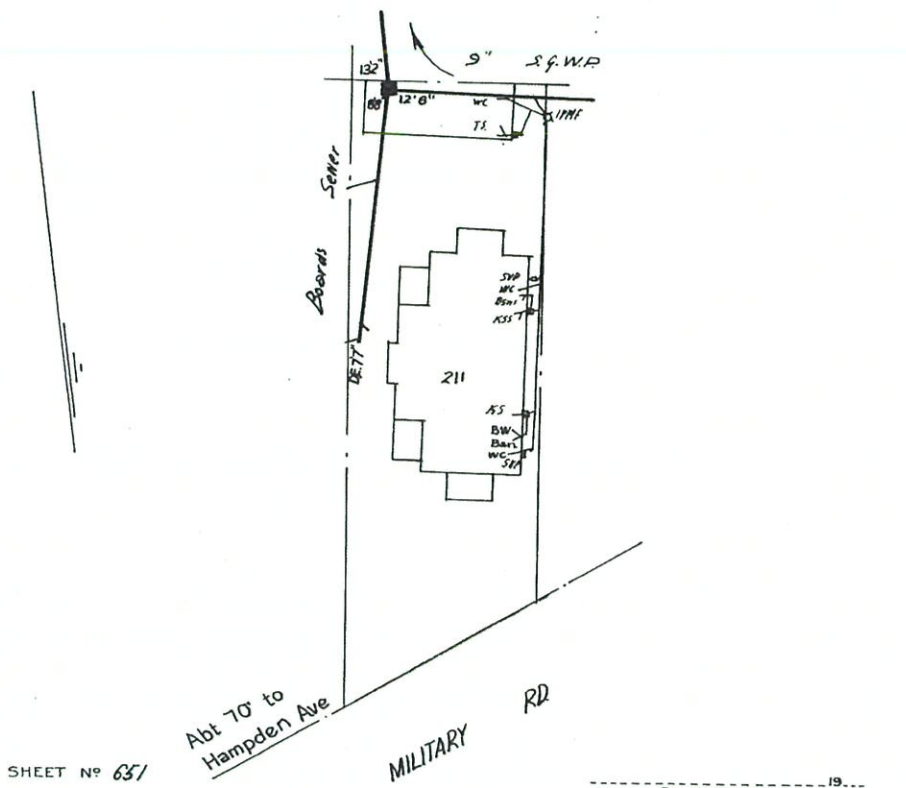
SYMBOLS AND ABBREVIATIONS							
□	Boundary Trap	RV	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	CE	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
■ a.	Grease Interceptor	Vert.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
■	Gully	V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
■ P.T.	P. Trap	SV.P.	Soil Vent. Pipe	W.C.	Water Closet	F.W.	Floor Waste
■ R.S.	Reflux Sink	D.C.C.	Down Cast Cowl	B.W.	Bath Waste	W.M.	Washing Machine

Existing drainage shown by black lines. Scale: 40 Feet to an Inch Proposed new drainage shown by full blue lines.

This diagram is the property of the Owner and is to be returned to him on completion of the work. Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

~~The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer. When the sewer becomes available it will be necessary to apply for a revised diagram.~~

This work must be carried out in accordance with the Board's By-laws

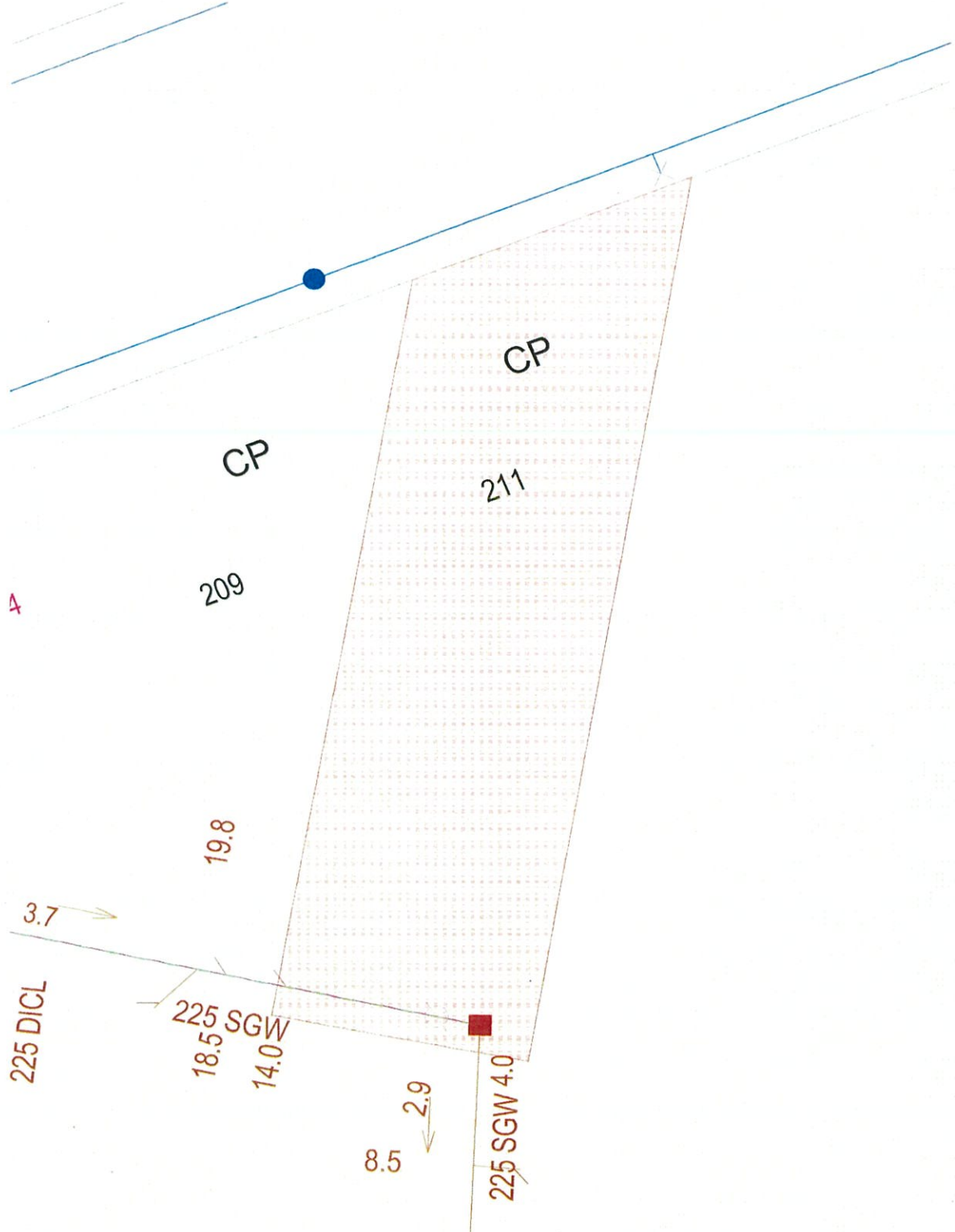


DESIGN		OFFICE USE ONLY		SUPERVISION		
WC	Designed by	Date	Inspector	First Visit	Passed	Date
Bth.	Inspector	/ /				/ /
Shr.						
Bsn.	Examined by	/ /	Date	Checked with Design and Diagram		/ /
K.S.			Outfall			
T.	Chief Inspector	/ /	Drainer	Chief Inspector		/ /
Plg.			Boundary Trap <u>is</u> required.			
Dge.Int.						
Dge.Ext.						

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.

Service Location Print
Application Number: 8000515767



Document generated at 05-03-2021 12:50:27 PM

Disclaimer

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

Asset Information

Legend

Sewer		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	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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.

16 August 2021

Globalx Pty Ltd

Reference number: 8000969531

Property address: U 7/211 Military Rd Cremorne NSW 2090

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers

16 August 2021

Globalx Pty Ltd

Reference number: 8000969519

Property address: U 7/211 Military Rd Cremorne NSW 2090

Service location print is not available

Unfortunately, we don't have a Service location print available for this property.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers