

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 92464663	NSW DAN:
vendor's agent	Oxford Agency A 40 Flinders Street DARLINGHURST NSW 2010		Phone: Fax: Ref: Matt Marano
co-agent			
vendor	DANNY ROBERT NASSAR		
vendor's solicitor	Taitz Law & Associates Suite 806 Level 8 251 Oxford St Bondi Junction NSW 2026		Phone: 02 83863634 Fax: Ref: Darryn Taitz
date for completion	42 days after the contract date	(clause 15)	Email: darryn@taitzlaw.com.au
land	267 BOURKE ST DARLINGHURST NSW 2010 (Address, plan details and title reference)		
	LOT B IN DEPOSITED PLAN 109436 b/109436		
	<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 type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input 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 solicitor		Phone: Fax: Ref: Email:
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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Danny Nassar Sale

92464663

vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

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

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

land tax is adjustable NO yes

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

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

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

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

Purchaser must make 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:

Supplier’s ABN:

Supplier’s GST branch number (if applicable):

Supplier’s business address:

Supplier’s email address:

Supplier’s phone number:

Supplier’s proportion of *GSTRW payment*: \$

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

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

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

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

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

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

List of Documents

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

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

SECTION 66W CERTIFICATE

I,
of , , certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 267 BOURKE ST DARLINGHURST NSW 2010 from DANNY ROBERT NASSAR to in order that there is no cooling off period in relation to that contract;
3. I do not act for DANNY ROBERT NASSAR and am not employed in the legal practice of a solicitor acting for DANNY ROBERT NASSAR nor am I a member or employee of a firm of which a solicitor acting for DANNY ROBERT NASSAR is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

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

ADDITIONAL CLAUSES

- 30.1 If completion of this contract does not take place on or before the intended completion date then, without prejudice to any other remedy which may be available to the parties, either party will at any time thereafter be at liberty to serve on the other a notice in writing requiring the other to complete this contract within fourteen (14) days of the date of such service. For the purpose of this contract, such notice will be deemed both in law and in equity sufficient to make time of the essence of this contract. If the vendor issues a notice to complete, then the purchaser will pay the vendor's legal costs of \$440.00 incurred in the preparation and service of the notice. It is an essential provision of this contract that the costs be paid on completion. A party serving a notice to complete reserves the right to withdraw the notice; and issue further notices to complete.
- 30.2 Notwithstanding anything herein contained, if the purchaser fails to complete this contract on or before the intended completion date, then the purchaser will pay at completion, in addition to the balance of the purchase monies payable hereunder, interest on the balance purchase monies at the rate of eight percent (8%) per annum calculated from (but excluding) the intended completion date up to and including the date of actual completion. No interest will be paid by The Purchaser if the Vendor is not ready to complete. It is an essential term of this contract that the interest due is paid on completion.
- 30.3 Without limiting any other right of the vendor, if the purchaser does not complete on the completion date, or any other date as agreed between the parties, or reschedules settlement then the purchaser must pay to the vendor \$220 (including GST) on completion, for each occurrence that completion is rescheduled due to the purchaser being unable to complete. This is compensation for the additional legal expenses that the vendor or incur is for the rescheduling of completion
- 30.4 The Purchaser will provide to the Vendor's Solicitor the settlement adjustment sheet and required authority certificates at least two (2) clear business days before settlement or the Purchaser will allow to the Vendor at settlement \$220 (including GST) as a genuine pre-estimate of the additional legal expenses of preparing cheque directions at short notice.
31. The property is sold in its present state of repair and condition and subject to any infestation and dilapidation and no objection requisition or claim for compensation shall be made by the purchaser on account of any of the following:
- 31.1 Any latent or patent defects in the land.

- 31.2 The state of repair of the improvements on the property or any real or apparent breaches of any statute or any ordinances with respect thereto.
32. The purchaser acknowledges that the purchaser does not rely in this contract upon any warranty or representation made by the vendor or any person on behalf of the vendor except such as are expressly provided herein but has relied entirely upon the purchaser's own enquiries relating to an inspection of the property and the purchaser further acknowledges that the purchaser accepts the property and any chattels and the things included in this contract in their present condition subject to fair wear and tear.
33. The purchaser warrants that the purchaser has not been introduced to the property or the vendor by any agent other than the agent (if any) specified herein and shall indemnify the vendor in this respect. The Vendors rights under this clause continue after completion.
34. The purchaser:
- 34.1 will take title and complete this contract subject to any sewer, the existence of which is specifically disclosed in this contract, and subject to the existing water drainage gas electricity telephone or other installations and services (if any);
- 34.2 will make no objection requisition or claim for compensation if the sewer so disclosed passes through or penetrates the property or passes under any building or other structure erected on the property;
- 34.3 will make no objection requisition or claim for compensation if any boundary of the property is not fenced or if any boundary fence or wall is not upon or within such boundary.
- 34.4 will make no objection requisition or claim for compensation if there is any encroachment by or upon the property or if the property together with the improvements thereon does not comply with the provisions of the Local Government Act or any ordinance made thereunder;
- 34.5 will not require the vendor to carry out any works on the property or expend any money on the property nor make any application for or do anything towards obtaining a survey report or any report or reports prepared of a similar nature.
- 34.6 agrees that the terms and conditions set out in this contract contain the entire agreement as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or sales or

other brochures produced or statements made before the execution of this contract.

35. Without in any manner negating limiting or restricting any rights or remedies which would have been available to the vendor or purchaser at law or in equity had this clause not been included herein, it is hereby agreed and declared that should the purchaser or vendor (or any one of the purchasers or vendors if there is more than one) prior to completion:

35.1 die or become mentally ill or an incapable person or become a person who cannot be found, then the non-defaulting party may rescind the within contract by notice in writing forwarded to the solicitor named as the purchaser's or vendors solicitor in this contract and thereupon the provisions of clause 19 hereof shall apply; or

35.2 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 the winding up of the purchaser or vendor presented or enter into any scheme or arrangement with its creditors or should any liquidator receiver or official manager be appointed in respect of the purchaser or vendor, thereupon the party shall be in default and the non-defaulting party may terminate the contract by written notice to the defaulting parties solicitor.

36. The deposit is agreed as 10% of the price. The purchaser must pay at least for the deposit (equal to 5% of the price) on the making of this contract and the remainder of the deposit must be paid before the date for completion stated on the front page of this contract. If the deposit is not paid on time and in full, the vendor can terminate the contract. If the vendor terminates this contract any part of the deposit that has been paid is forfeited and the vendor may recover from the purchaser any unpaid part of the deposit as liquidated damages which are agreed by the parties is a genuine estimate of the damage for the loss of the vendors bargain. This clause does not prevent the vendors from also recovering from the purchasers any damages that exceed 10% of the purchase price. Any interest earned will be paid to the vendor in full.

37. If the purchaser of the property is a company (other than a public company listed on The Australian stock exchange), the officers or persons ("guarantor") who executes 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:

(a) 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;

- (b) indemnify the vendor against all liability arising from any default by the purchaser under this Contract; and
- (c) acknowledge the provisions of this clause shall be deemed to constitute the giving of a Deed by virtue of their execution of this Contract.

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.

- 38. The purchaser warrants that the provisions of the *Foreign Takeovers Act, 1975 (Commonwealth)* as amended, do not apply to the purchaser or to this purchase. In the event of breach of this warranty, the purchaser will indemnify the vendor against any penalties, fines legal costs, claims, loss or damage suffered thereby. This condition will not merge on completion.
- 39. The purchaser cannot make any objection, requisition or claim or rescind or terminate if the swimming pool on the property does not comply with the requirements of the swimming Pools Act 1992.
- 40. Amendment to Standard Conditions- The contract is amended as follows:
 - a) In Clause 2.2 delete the word "Normally";
 - b) clause 4. Insert the following additional clause '4.5 the purchaser cannot nominate an alternative transferee, assign or otherwise transfer of the benefit of this contract without the prior written consent of the vendor.
 - c) Clause 5.2.3 – by deleting the words “within a reasonable time” and inserting the words “within 21 days after the date of this contract”
 - d) Clause 7.1.1 is deleted;
 - e) In Clause 7.2.4 delete the words "and the costs of the purchaser";
 - f) In Clause 8.1.1 delete the words "on reasonable grounds";
 - g) Clause 14.4.2 is deleted.
 - h) Clause 16.8 to be deleted;
 - i) Clause 23.6: clauses 23.6.1 is deleted and replaced with “The Vendor is liable for all payments due prior to the contract date and clause 23.6.2 is deleted and replaced with “The Purchaser is liable for all payments due after the contract date”
 - j) Clause 24.3.3 is deleted.
 - k) Clause 25 is deleted.
 - l) If the deposit paid is less than 10% of the price, Condition 2.9 is amended by replacing the words “parties equally” with the word “vendor”.

- 41. Where the property sold is strata, the Vendor will not be required to obtain a certificate under section 184 of Strata Schemes Management Act 1996 (the Certificate).

The Vendor hereby authorises and directs the Purchaser to apply for the Certificate. Standard clauses 23.13; 23.14 and 23.15 are hereby deleted.

The Purchaser is to apply for the Certificate at the Purchaser's cost and serve

a copy to the Vendor's solicitor at least seven (7) days before the completion date.

If the Purchaser fails to provide the Certificate at least seven (7) days prior to completion, the Purchaser will accept the Vendor's strata adjustments as final and conclusive.

42

42.1 The Vendor does not have a Building Certificate under Sections 149A - 149G Environmental and Assessment Act 1979 (as amended) for the improvements on the land.

42.2 The Purchaser: -

42.2.1 Must not require the Vendor to do anything (including compliance with the requirements of the Local Council) towards obtaining a Building Certificate under Sections 149A - 149G Environmental and Assessment Act 1979 (as amended) in respect of the issue of the property.

42.2.2 Acknowledges that this Contract is not conditional on the issue Building Certificate; and

42.2.3 Cannot make a claim, requisition, rescind, terminate or delay completion in respect of anything disclosed or referred to in this clause 42.

43 On completion the Vendor will hand to the Purchaser a proper form of discharge of mortgage or withdrawal of caveat or cancellation of writ in registrable form in respect of any mortgage or caveat registered on the title to the property and to which the sale is not subject and will allow the Purchaser the registration fees on any discharge of mortgage or withdrawal of caveat and the Purchaser agrees that he shall not make nor be entitle to make any requisition or objection requiring the registration of any such discharge of mortgage or withdrawal of caveat prior to completion.

44 The Vendor discloses that the information contained in the section 10.7 Certificate attached to this Contract is up to date and satisfies the requirements as prescribed by the legislation as at the date of issue of the Certificate but may not contain all the prescribed contents as required by subsequent changes to the law.



FOLIO: B/109436

SEARCH DATE	TIME	EDITION NO	DATE
16/12/2021	10:23 AM	4	9/9/2018

LAND

LOT B IN DEPOSITED PLAN 109436
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP109436

FIRST SCHEDULE

DANNY ROBERT NASSAR (T AC807329)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J18651 CROSS EASEMENTS (S181 B CONVEYANCING ACT, 1919)
AFFECTING THE PARTY WALL(S) SHOWN ON THE COMMON
BOUNDARY OF LOTS A AND B SHOWN IN DP109436
- 3 J18651 RIGHT OF FOOTWAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND IN PLAN WITH J18651
- 4 3323281 PROPOSED ACQUISITION PURSUANT TO SECTION 11 LAND
ACQUISITION (JUST TERMS COMPENSATION) ACT, 1991
AFFECTING PART BEING LOT 1 IN DP869518 (LIMITED IN
STRATUM)
- 5 AF717678 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

3631995 NOTE: LOT 1 DP869518 ACQUIRED FOR PURPOSES OF ROADS ACT 1993
GAZ.3.10.1997 FOL.8455
DP1171031 NOTE: PLAN OF PROPOSED ACQUISITION-ROADS ACT, 1993

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

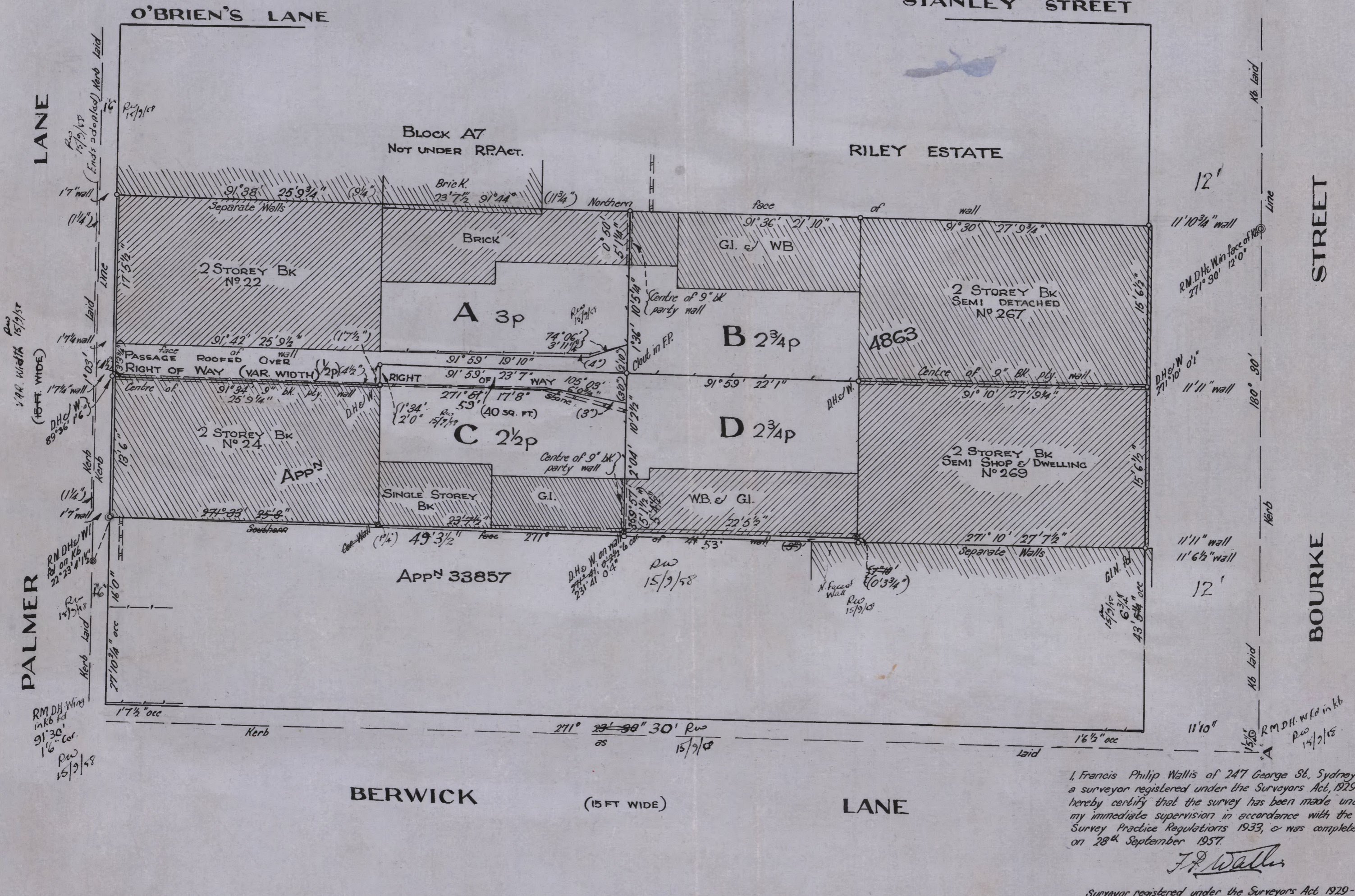
J19651 6853216

E P109436

City of Sydney

PLAN

of subdivision as occupied of land in C.Ts. Vol 834 fol 185, Vol 834 fol 186
Parish of Alexandria County of Cumberland
Scale - 8ft to an inch



I, Francis Philip Wallis of 247 George St, Sydney a surveyor registered under the Surveyors Act, 1929-1946, hereby certify that the survey has been made under my immediate supervision in accordance with the Survey Practice Regulations 1933, & was completed on 28th September 1957.

F.P. Wallis

Surveyor registered under the Surveyors Act 1929-46

AZIMUTH - AB

This is the Plan Marked "A" referred to in the Annexed Memorandum of Arrangements between Hugo Huterker and Luigi Tiberti

Copy of plan filed as 64223 L



CONVERSION TABLE ADDED IN
DEPARTMENT OF LANDS

DP 109436

FEET	INCHES	METRES
-	1	0.025
-	1 1/4	0.032
-	1 3/4	0.044
-	3	0.076
-	3 3/4	0.095
-	4	0.102
-	4 1/2	0.114
-	9	0.229
-	9 1/4	0.235
-	10 3/4	0.273
-	11 3/4	0.298
1	5 1/4	0.438
1	6	0.457
1	6 1/2	0.470
1	7	0.483
1	7 1/4	0.489
1	7 1/2	0.495
2	-	0.610
2	10	0.864
3	-	0.914
3	3 3/4	1.010
3	11	1.194
3	11 1/4	1.200
4	1 1/2	1.257
5	1 1/4	1.556
5	1 1/2	1.562
5	4 1/2	1.638
6	0 3/4	1.848
10	2 1/2	3.112
10	5 1/4	3.181
11	6 1/2	3.518
11	10	3.607
11	10 3/4	3.626
11	11	3.632
12	-	3.658
12	6 1/2	3.823
13	6	4.115
15	-	4.572
15	6 1/2	4.737
16	-	4.877
17	5 1/2	5.321
17	8	5.385
19	10	6.045
21	10	6.655
22	1	6.731
22	5 1/2	6.845
23	7	7.188
23	7 1/2	7.201
25	8	7.823
25	9 1/4	7.855
25	9 1/2	7.861
25	9 3/4	7.868
27	7 1/2	8.420



CONVERSION TABLE ADDED IN
DEPARTMENT OF LANDS

DP 109436 CONTINUED

FEET INCHES METRES

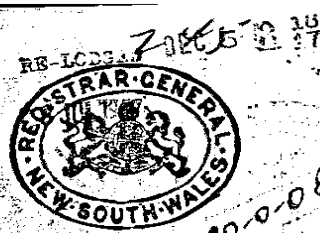
27	9	1/4	8.465
27	9	3/4	8.477
27	10	3/4	8.503
43	5	1/4	13.240
43	6	3/4	13.278
49	3	1/2	15.024

AC RD P SQ M

-	-	1/2	12.6
-	-	2 1/2	63.2
-	-	2 3/4	69.6
-	-	3	75.9
-	-	23 3/4	600.7

50 FT SQ M

40	3.7
----	-----



Fees: Lodgment 2.11
Endorsement 1.11
Certificate 2.10
1.10

RE 18551 No. 6778229
New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT 1900)

(Trusts must not be disclosed in the transfer.)

I, HUGO HUTZLER of 117 Bathurst Street, Sydney, Furniture

Merchant

(herein called transferor)

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

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE THOUSAND FIVE HUNDRED AND FIFTY POUNDS

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

(£1550.0.0) (the receipt whereof is hereby acknowledged) paid to me by

• Full postal address of transferee must be shown.

LUIGI TIBERTI of Ingham in the State of Queensland, Cane Farmer

(herein called transferee)

• If to two or more, state whether "as joint tenants" or "as tenants in common."

do hereby transfer to the said transferee

• If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

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

County.	Parish.	Reference to Title (d)			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	ALEXANDRIA	PART	834	186	Being Lot B in Plan annexed marked "A".

• If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. of" or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol. where the consent of the local council is required to a subdivision of the estate and plan mentioned in the L.G. Act, 1919, and accompany the transfer."

And the transferee covenants with the transferor together with as appurtenant to the land hereby transferred a right of footway over those parts of Lots A and C in the said plan shown as "right of way" on the said plan annexed to Instrument of Transfer Dealing Number G 853216.

• Strike out if unnecessary, or suitably adjust.

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

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.

• A very short note will suffice.

• Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

Signed at Sydney the fourth day of December 1957.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed John W. Robinson
Solicitor
Sydney

Hugo Hutzler
Transferor.

• Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act, and that I am the Solicitor for the Transferee whose signature cannot be obtained without difficulty and delay.

[Signature]
Transferee(s).

• If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

• N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the Instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

99277 B G 77829

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE—SEE FOOT NOTE.

How being part of land comprised in Dealing Number G 853216

How being part of land comprised in Dealing Number G 853216

How being part of land comprised in Dealing Number G 853216

6853216

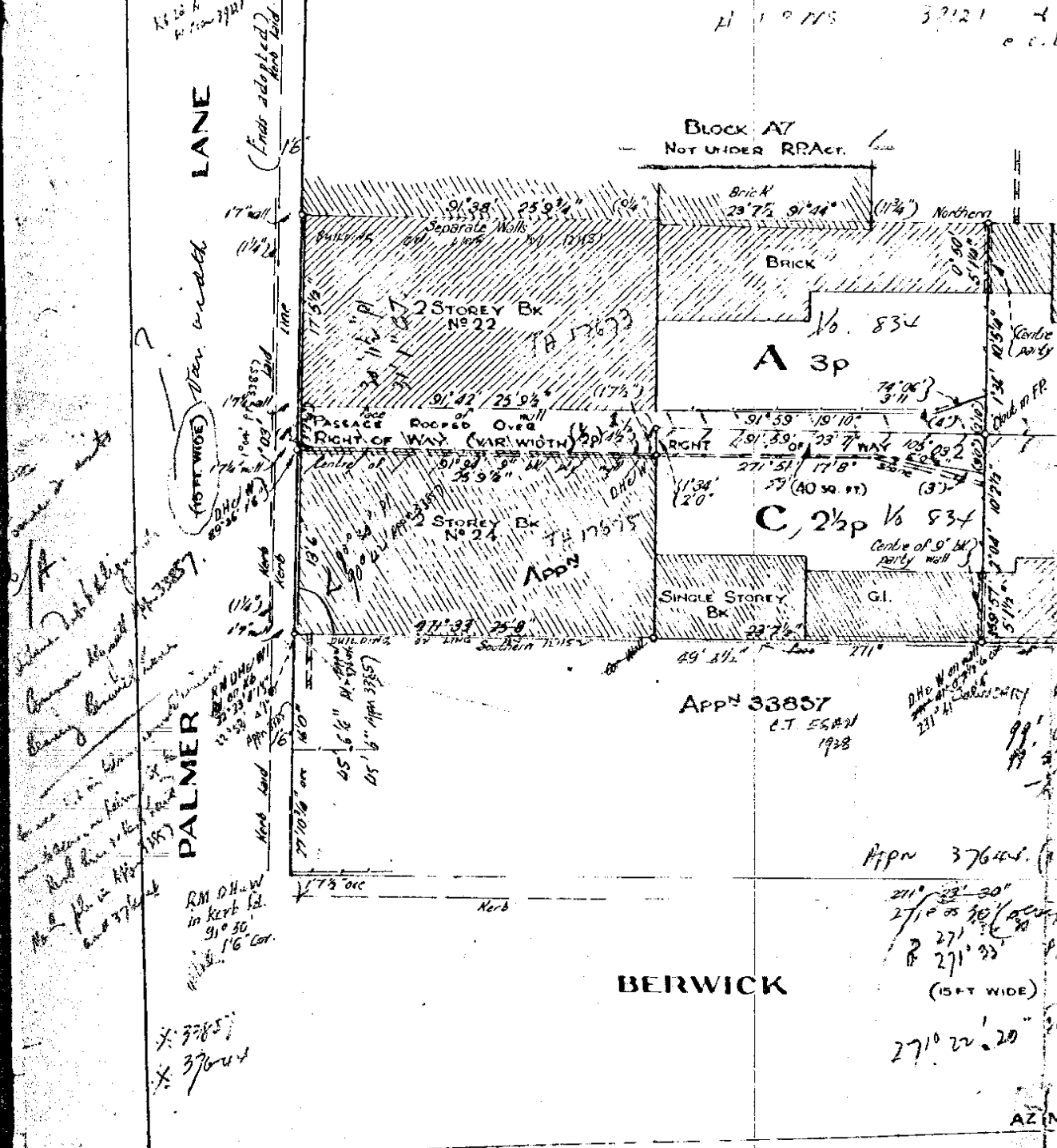
City of Sydney

of subdivision ~~as occupied~~
Parish of Alexcar

O'BRIEN'S LANE

LANE

BLOCK A7
NOT UNDER RRACT.



(Vertical handwritten notes)
Over width
PALMER
RM DH-WV
in kerb 1/2
91° 30'
116' Cor.
APPN 37857
APPN 37644

BERWICK

APPN 37644
271° 22' 20"
271° 22' 20" (15 FT WIDE)
AZIM

This is a plan of the land...
prepared...
for the purpose of...

J 18651

64123 L

PLAN

of land in CTs. Vol. 834 fol 185, Vol. 834 fol 186
Andria County of Cumberland

Scale - 8ft to an inch

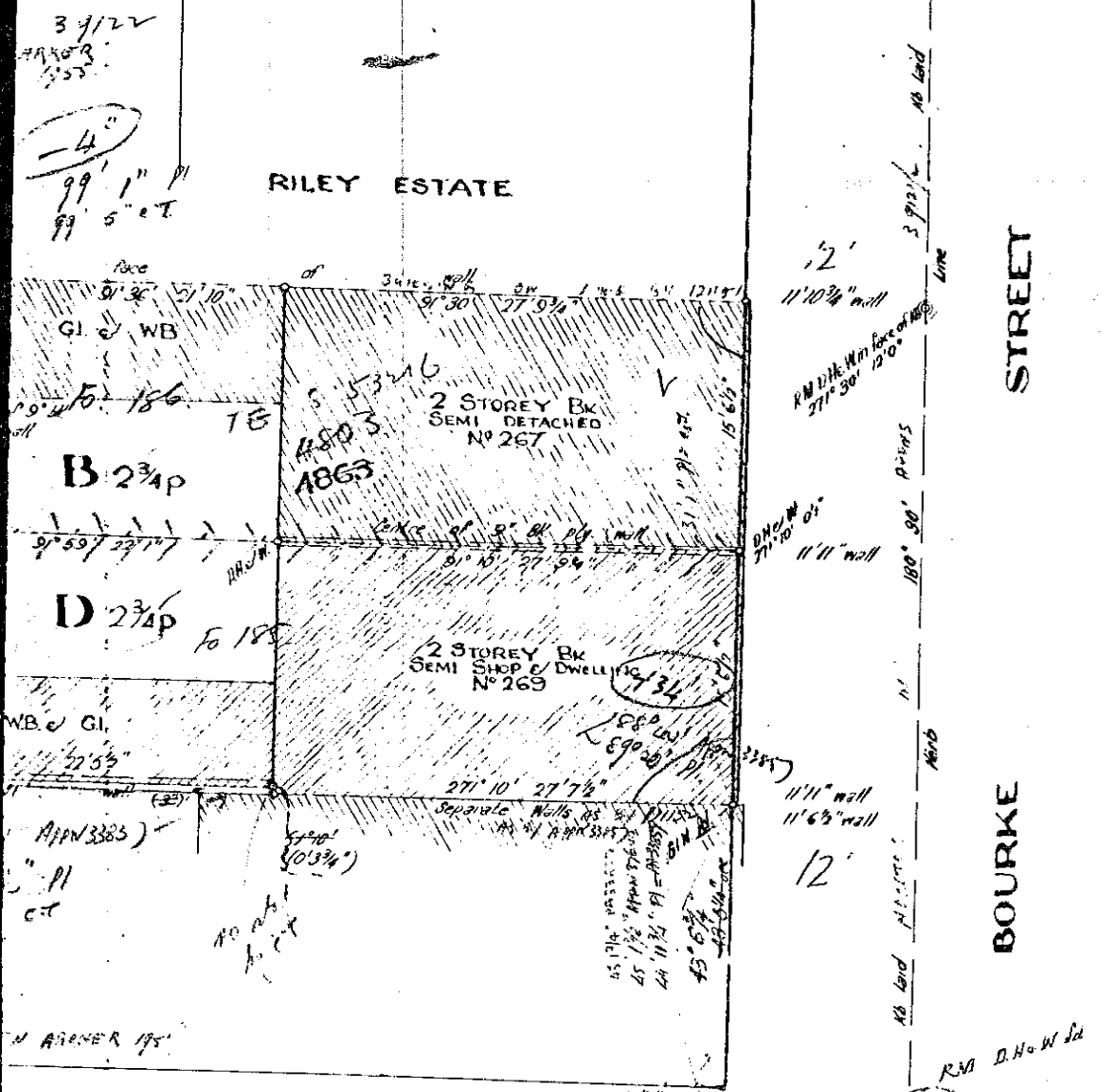
STANLEY STREET

(B)

RILEY ESTATE

STREET

BOURKE



LANE

I, Francis Philip Wallis of 247 George St Sydney a surveyor registered under the Surveyors Act 1929 1946 hereby certify that the survey has been made under my immediate supervision in accordance with the Survey Practice Regulations 1933, a map completed on 28th September 1957

F. P. Wallis

Surveyor registered under the Surveyors Act 1929 46

UTH - AB

N.W. 14/1.
1447-60

LODGED BY J. H. FISHER, Solicitor,

N~~7~~853216

CONSENT OF MORTGAGEE!
 (N.B.—Before execution read marginal note.)

160 Castlereagh Street, Sydney.

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

who is personally known to me.

Mortgagee.

MÉMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.


Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at _____ the _____ day of _____ 19 _____
 Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS!

Appeared before me at _____, the _____ day of _____, one thousand _____ nine hundred and _____ and declared that he personally knew signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that _____ he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.	INDEXED	MEMORANDUM OF TRANSFER	
		<u>Log with a Right of Footway</u>	
		<u>Cross Easements Sec. 181B</u>	
	Checked by	Particulars entered in Register Book.	
	Volume <u>8314</u>	Folio <u>103 104</u>	
		<u>105 106</u>	
Passed (in S.D.B.) by	<u>[Signature]</u>		
Signed by	the <u>30th</u> day of <u>July</u> 19 <u>62</u> at _____		
	<u>30</u> minutes past <u>12</u> o'clock in the <u>after</u> noon.		
	Registrar-General 		

DOCUMENTS LODGED HEREWITH.		Received Docs. Nos.
To be filled in by person lodging dealing.		
1	<u>[Signature]</u> 4	Receiving Clerk.
2	5	
3	6	

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident:—
 (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 (b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
 (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Consul General Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

PROGRESS RECORD.

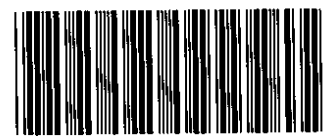
	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ...		
Draft examined		
Diagram prepared ...		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
VOL.	FOL.	

The fees are:— Upon lodgment (a) £2-0-0, if accompanied by the relevant title or evidence of production thereof, (b) £2-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:— (a) 5/- for each additional Certificate included in the Transfer, (b) £3-10-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.
 Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

Licence: 10v/0559/96
Printed: 0996LTO

REQUEST

New South Wales
Real Property Act 1900



3323281 K

Instructions for filling out this form are available from the Land Titles Office

(A) STAMP DUTY
if applicable.

Office of State Revenue use only

SEE ANNEXURE A to J incl.
EXCL "I"

B 4102
E - R
V - J

(B) TITLE

003

SEE ANNEXURE "A" SHEETS 1 TO 9 INCLUSIVE	
------------------------------------------------	--

(C) REGISTERED DEALING
if applicable.

--

(D) LODGED BY

LTO Box 556X	Name, Address or DX and Telephone Roads and Traffic Authority DX 13 SYDNEY Telephone 9218 6469 (Mr Lorsch)	Dealing Code R
Reference (15 character maximum): FPP 97M3423		

(E) APPLICANT

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

(F) REQUEST

Application to Record

GIVING OF A PROPOSED ACQUISITION NOTICES

Land Acquisition (Just Terms Compensation) Act, 1991

THE APPLICANT, requests the Registrar General to note on the Registers of the above land, pursuant to Section 17 of the Land Acquisition (Just Terms Compensation) Act, 1991, that Proposed Acquisition Notices dated 13 August 1997, have been given affecting the part of the land within Lot 1, DP 869518.

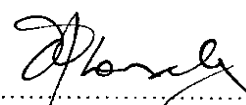
(G) **STANDARD EXECUTION**

14 August 1997

DATE

Certified correct for the purposes of the Real Property Act 1900.

Signed in my presence by the Applicant who is personally known to me.



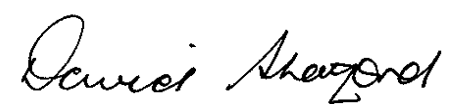
Signature of Witness

DAVID J LORSCHY

Name of Witness (BLOCK LETTERS)

RTA - SYDNEY

Address of Witness



Signature of Applicant

Manager Statutory Processes
EXECUTED PURSUANT TO DELEGATION BOOK 4008 NO 809

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at
in the State of on 19 in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Applicant

ANNEXURE "A"

THIS IS SHEET 1 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 3/234372

C.T. 2/234372

C.T. 1/234372

C.T. CP/SP 19232

C.T. 4/518462

C.T. 3/518462

C.T. CP/SP 48654

C.T. 241/593148

C.T. 242/593148

C.T. 1/584238

C.T. 1/958298

Auto Consol 15392-18

C.T. 1/195741

C.T. 1/72610

C.T. 1/13353

C.T. 2/13353

C.T. 3/13353

C.T. 4/13353

C.T. 7/13353

C.T. 8/13353

Daniel Sharpe
14/8/97

ANNEXURE "A"

LD 14-8-97

THIS IS SHEET 2 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 5/13353

C.T. 6/13353

C.T. A/173244

C.T. B/173244

C.T. C/173244

C.T. D/173244

C.T. E/173244

C.T. 1/86987

C.T. 1/196761

C.T. 1/88544

Auto Consol 14257-14

C.T. B/361230

C.T. A/361230

C.T. Vol. 6344 Fol.17 *MANUAL*

C.T. 1/175053

C.T. 1/960029

Auto Consol 5221-16

C.T. 2/340202

Auto Consol 8640-206

C.T. 1/340202

Daniel Sharpe
Thomas 14/8/97

ANNEXURE "A"

THIS IS SHEET 3 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 1/942646

C.T. 1/725585

Auto Consol 11679-249

C.T. 1/819569

Auto Consol 5262-37

C.T.100/746537

C.T. 1/773206

C.T. 24/660513

C.T. Vol 8036 Fols 142 & 143 *MANUAL*

C.T. B/100882

C.T. C/100882

C.T. 20/1/192088

C.T. 19/1/192088

C.T. 1/215803

C.T. 2/215803

C.T. 1456/ 593633

C.T. 13/743416

C.T. 11/62787

C.T. 1/797954

Dennis Stager
Stager 14/8/97

ANNEXURE "A"

THIS IS SHEET 4 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 1/61956

C.T. 1/78018

C.T. 6/611760

C.T. B/110073

C.T. A/110073

C.T. 5/66692

C.T. 1/107573

C.T. 1/124972

C.T. D/107955

C.T. E/107955

C.T. F/107955

C.T. G/107955

C.T. H/107955

C.T. J/107955

C.T. 1/438122

C.T. 2/438122

C.T. 1/958394

C.T. 2/56947

C.T. 1/64306

C.T. 1/56947

Daniel Sharpe
Glancy 14/8/97

ANNEXURE "A"

THIS IS SHEET 5 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 2/903067

C.T. 1/903962

C.T. 1/903772

C.T. 1/440449

C.T. B/437287

C.T. Vol. 8346 Fols 110 & 111 *MANUAL*

C.T. 1/721652

C.T. 1/85371

C.T. 1/85768

C.T. 1/63471

C.T. 1/770693

C.T. 1/799729

C.T. 1/770307

C.T. 1/741903

C.T. 2/216198

C.T. 1/216198

C.T. 1/749947

C.T. 5/33836

C.T. 6/33836

David Sharpe
Honey 14/8/97

ANNEXURE "A"

THIS IS SHEET 6 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 7/33836

C.T.C/107267

C.T.D/107267

C.T. 4/33836

C.T. 3/33836

C.T. 2/33836

C.T. 1/33836

C.T. B/107267

C.T. A/107267

C.T. 1/536550

C.T. 1/258912

C.T. 2/258912

C.T. 5/258912

C.T. 3/258912

C.T. 4/258912

C.T. 3/606509

C.T. 1612/752011

C.T. 1/87644

C.T. 1/721708

C.T. 1/83857

Dennis Fitzgerald
Fitzgerald 14/8/97

ANNEXURE "A"

THIS IS SHEET 7 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

ADD

C.T. D/109436

C.T. B/109436

C.T. 12/521336

C.T. 1/238342

C.T. 2/238342

C.T. 3/238342

C.T. B/436969

C.T. C/928967

C.T. A/928967

C.T. 3/89121

C.T. 2/89121

C.T. 1/89121

C.T. 2/855180

C.T. 1/855180

C.T. 10/840175

C.T. E/928967

C.T. A/436969

C.T. 1/770173

C.T.5/238342

C.T. 4/238342

Daniel Sharrod
Sharrod 14/8/97

ANNEXURE "A"

THIS IS SHEET 8 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 11/521336

C.T. A/109436

C.T. C/109436

C.T. 6/255326

C.T. 7/255326

C.T. 8/255326

C.T. 9/255326

C.T. 1/76617

C.T. 3/56959

C.T. 1/710934

C.T. 1/737821

C.T. 1/193956

C.T. 10/834639

C.T. 11/834639

Auto Consol 5171-194

C.T. 1/52850

C.T. 44/852945

C.T. 1/62308

C.T. 2/62308

C.T. 1/664754

Dennis Maynard
14/8/97

ANNEXURE "A"

THIS IS SHEET 9 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 1/169634

C.T. 1/743156

C.T. 203/63364

C.T. 1/76861

C.T. 1/198965

C.T. 2/198965

C.T. F/447357

C.T. 1/121700

Daniel Shagorel
Harvey 14/8/97

Printed: 0996LTO

REGULI
New South Wales
Real Property Act 1900

"A"
3323281 K

Instructions for filling out this form are available from the Land Titles Office

(A) STAMP DUTY if applicable.

B 4102
E - ~~R~~
V - ~~R~~

Office of State Revenue use only
29/9 A 1271 E - ~~R~~
V - ~~R~~

(B) TITLE

003

SEE ANNEXURE "A"
SHEETS 1 TO 9
INCLUSIVE

(C) REGISTERED DEALING if applicable.

(D) LODGED BY

LTO Box 556X	Name, Address or DX and Telephone Roads and Traffic Authority DX 13 SYDNEY Telephone 9218 6469 (Mr Lorschy)	Dealing Code R OVER
Reference (15 character maximum): FPP 97M3423		

(E) APPLICANT

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

(F) REQUEST

Application to Record

GIVING OF A PROPOSED ACQUISITION NOTICES

Land Acquisition (Just Terms Compensation) Act, 1991

THE APPLICANT, requests the Registrar General to note on the Registers of the above land, pursuant to Section 17 of the Land Acquisition (Just Terms Compensation) Act, 1991, that Proposed Acquisition Notices dated 13 August 1997, have been given affecting the part of the land within Lot 1, DP 869518.

ANNEXURE "A"

THIS IS SHEET 1 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 3/234372

C.T. 2/234372

C.T. 1/234372

C.T. CP/SP 19232

C.T. 4/518462

C.T. 3/518462

C.T. CP/SP 48654

C.T. 241/593148

C.T. 242/593148

C.T. 1/584238 ✓

C.T. 1/958298

Auto Consol 15392-18

C.T. 1/195741

C.T. 1/72610

C.T. 1/13353

C.T. 2/13353

C.T. 3/13353

C.T. 4/13353

C.T. 7/13353

C.T. 8/13353

Jamie Phayd
Phayd 14/8/97

B

Printed: 0996LTO

New South Wales
Real Property Act 1900

3323281 K

Instructions for filling out this form are available from the Land Titles Office

R111

(A) STAMP DUTY
if applicable.

Office of State Revenue use only	29/9	A 1270	E - 8v
			v - 8

B 4102
E - 8
v - 8

(B) TITLE

003

SEE ANNEXURE "A" SHEETS 1 TO 9 INCLUSIVE	
------------------------------------------------	--

(C) REGISTERED DEALING
if applicable.

--

(D) LODGED BY

LTO Box 556X	Name, Address or DX and Telephone Roads and Traffic Authority DX 13 SYDNEY Telephone 9218 6469 (Mr Lorsch)	Dealing Code R OVER
Reference (15 character maximum): FPP 97M3423		

(E) APPLICANT

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

(F) REQUEST

Application to Record

GIVING OF A PROPOSED ACQUISITION NOTICES

Land Acquisition (Just Terms Compensation) Act, 1991

THE APPLICANT, requests the Registrar General to note on the Registers of the above land, pursuant to Section 17 of the Land Acquisition (Just Terms Compensation) Act, 1991, that Proposed Acquisition Notices dated 13 August 1997, have been given affecting the part of the land within Lot 1, DP 869518.

ANNEXURE "A"

LD 14-8-97

THIS IS SHEET 2 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 5/13353

C.T. 6/13353

C.T. A/173244

C.T. B/173244

C.T. C/173244

C.T. D/173244

C.T. E/173244

C.T. 1/86987

C.T. 1/196761

C.T. 1/88544 ✓

Auto Consol 14257-14

C.T. B/361230

C.T. A/361230

C.T. Vol. 6344 Fol.17 *MANUAL*

C.T. 1/175053 ✓

C.T. 1/960029

Auto Consol 5221-16

C.T. 2/340202

Auto Consol 8640-206

C.T. 1/340202

Daniel Sharpe
Thorne 14/8/97

Printed: 0996LTO

REGULATIONS
New South Wales
Real Property Act 1900

3323281 K

Instructions for filling out this form are available from the Land Titles Office

(A) STAMP DUTY if applicable.

B 4102
E-R
V-✓

Office of State Revenue use only	
A	29/9 A 1273 E-R A 2273 ✓ V-R

(B) TITLE

003

SEE ANNEXURE "A" SHEETS 1 TO 9 INCLUSIVE	
------------------------------------------------	--

(C) REGISTERED DEALING if applicable.

--

(D) LODGED BY

LTO Box 556X	Name, Address or DX and Telephone Roads and Traffic Authority DX 13 SYDNEY Telephone 9218 6469 (Mr Lorsch)	Dealing Code R OVER.
Reference (15 character maximum): FPP 97M3423		

(E) APPLICANT

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

(F) REQUEST

Application to Record

GIVING OF A PROPOSED ACQUISITION NOTICES

Land Acquisition (Just Terms Compensation) Act, 1991

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ANNEXURE "A"

THIS IS SHEET 3 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 1/942646

C.T. 1/725585

Auto Consol 11679-249

C.T. 1/819569

Auto Consol 5262-37

C.T.100/746537

C.T. 1/773206

C.T. 24/660513

C.T. Vol 8036 Fols 142 & 143 *MANUAL*

C.T. B/100882

C.T. C/100882 ✓

C.T. 20/1/192088

C.T. 19/1/192088

C.T. 1/215803

C.T. 2/215803

C.T. 1456/ 593633

C.T. 13/743416

C.T. 11/62787

C.T. 1/797954

Dennis Sharpe
Dennis Sharpe 14/8/97

Printed: 0996LTO

REGULATIONS
New South Wales
Real Property Act 1900

3323281 K

Instructions for filling out this form are available from the Land Titles Office

R/L

(A) STAMP DUTY
if applicable.

Office of State Revenue use only
29/9 1274 E-X ✓ - J

B 4102
E-X
V- J

(B) TITLE

003

SEE ANNEXURE "A" SHEETS 1 TO 9 INCLUSIVE

(C) REGISTERED DEALING
if applicable.

--

(D) LODGED BY

LTO Box 556X	Name, Address or DX and Telephone Roads and Traffic Authority DX 13 SYDNEY Telephone 9218 6469 (Mr Lorsch)	Dealing Code R <i>OVER</i>
Reference (15 character maximum): FPP 97M3423		

(E) APPLICANT

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

(F) REQUEST

Application to Record

GIVING OF A PROPOSED ACQUISITION NOTICES

Land Acquisition (Just Terms Compensation) Act, 1991

THE APPLICANT, requests the Registrar General to note on the Registers of the above land, pursuant to Section 17 of the Land Acquisition (Just Terms Compensation) Act, 1991, that Proposed Acquisition Notices dated 13 August 1997, have been given affecting the part of the land within Lot 1, DP 869518.

ANNEXURE "A"

THIS IS SHEET 4 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 1/61956

C.T. 1/78018

C.T. 6/611760

C.T. B/110073

C.T. A/110073

C.T. 5/66692

C.T. 1/107573

C.T. 1/124972

C.T. D/107955

✓ C.T. E/107955

C.T. F/107955

C.T. G/107955

C.T. H/107955

C.T. J/107955

C.T. 1/438122

C.T. 2/438122

C.T. 1/958394

C.T. 2/56947

C.T. 1/64306

C.T. 1/56947

Daniel Sharpe
Glancey 14/8/97

E
3323281 K

Printed: 0996LTO
Instructions for filling out this form are available from the Land Titles Office

REGULATIONS
New South Wales
Real Property Act 1900

(A) STAMP DUTY
if applicable.

Office of State Revenue use only
29/9 A 1 275
B - fr
v - R

B 4102
E - R
v - R

(B) TITLE

003

SEE ANNEXURE "A"
SHEETS 1 TO 9
INCLUSIVE

(C) REGISTERED DEALING
if applicable.

(D) LODGED BY

LTO Box 556X	Name, Address or DX and Telephone Roads and Traffic Authority DX 13 SYDNEY Telephone 9218 6469 (Mr Lorsch)	Dealing Code R OVER.
Reference (15 character maximum): FPP 97M3423		

(E) APPLICANT

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

(F) REQUEST

Application to Record

GIVING OF A PROPOSED ACQUISITION NOTICES

Land Acquisition (Just Terms Compensation) Act, 1991

THE APPLICANT, requests the Registrar General to note on the Registers of the above land, pursuant to Section 17 of the Land Acquisition (Just Terms Compensation) Act, 1991, that Proposed Acquisition Notices dated 13 August 1997, have been given affecting the part of the land within Lot 1, DP 869518.

ANNEXURE "A"

THIS IS SHEET 5 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 2/903067

C.T. 1/903962

C.T. 1/903772

C.T. 1/440449

C.T. B/437287

C.T. Vol. 8346 Fols 110 & 111 *MANUAL*

C.T. 1/721652

C.T. 1/85371

C.T. 1/85768

C.T. 1/63471

C.T. 1/770693 ✓

C.T. 1/799729

C.T. 1/770307

C.T. 1/741903

C.T. 2/216198

C.T. 1/216198

C.T. 1/749947

C.T. 5/33836

C.T. 6/33836

David Stager
George 14/8/97

AGENCE: 10V/0559/90

Printed: 0996LTO

REGULOT
New South Wales
Real Property Act 1900

3323281 K

Instructions for filling out this form are available from the Land Titles Office

(A) STAMP DUTY if applicable.

Office of State Revenue use only	29/9 A 1276	E - J V - R
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B 4102
E - R
V - R

(B) TITLE

003

SEE ANNEXURE "A" SHEETS 1 TO 9 INCLUSIVE

(C) REGISTERED DEALING if applicable.

--

(D) LODGED BY

LTO Box 556X	Name, Address or DX and Telephone Roads and Traffic Authority DX 13 SYDNEY Telephone 9218 6469 (Mr Lorsch)	Dealing Code R OVER
Reference (15 character maximum): FPP 97M3423		

(E) APPLICANT

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

(F) REQUEST

Application to Record

GIVING OF A PROPOSED ACQUISITION NOTICES

Land Acquisition (Just Terms Compensation) Act, 1991

THE APPLICANT, requests the Registrar General to note on the Registers of the above land, pursuant to Section 17 of the Land Acquisition (Just Terms Compensation) Act, 1991, that Proposed Acquisition Notices dated 13 August 1997, have been given affecting the part of the land within Lot 1, DP 869518.

ANNEXURE "A"

THIS IS SHEET 6 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 7/33836

C.T.C/107267

C.T.D/107267

C.T. 4/33836

C.T. 3/33836

C.T. 2/33836

C.T. 1/33836

C.T. B/107267

C.T. A/107267

C.T. 1/536550

C.T. 1/258912

C.T. 2/258912

C.T. 5/258912

C.T. 3/258912

C.T. 4/258912

C.T. 3/606509

C.T. 1612/752011

C.T. 1/87644

C.T. 1/721708

C.T. 1/83857

Dennis Fitzgerald
Fitzgerald 14/8/97

G

Printed: 0996LTO

REGULI

New South Wales
Real Property Act 1900

3323281 K

Instructions for filling out this form are available from the Land Titles Office

R111

(A) STAMP DUTY if applicable.

Office of State Revenue use only

29/9 A1277 E - Jc
A2277 V - R

B 4102
E - R
V - R

(B) TITLE

003

SEE ANNEXURE "A"
SHEETS 1 TO 9
INCLUSIVE

(C) REGISTERED DEALING if applicable.

(D) LODGED BY

LTO Box 556X	Name, Address or DX and Telephone Roads and Traffic Authority DX 13 SYDNEY Telephone 9218 6469 (Mr Lorsch)	Dealing Code R OVER
Reference (15 character maximum): FPP 97M3423		

(E) APPLICANT

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

(F) REQUEST

Application to Record

GIVING OF A PROPOSED ACQUISITION NOTICES

Land Acquisition (Just Terms Compensation) Act, 1991

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ANNEXURE "A"

THIS IS SHEET 7 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

ADD

C.T. D/109436

C.T. B/109436

C.T. 12/521336

C.T. 1/238342

C.T. 2/238342

C.T. 3/238342

C.T. B/436969

C.T. C/928967

C.T. A/928967

C.T. 3/89121

C.T. 2/89121

C.T. 1/89121

C.T. 2/855180

C.T. 1/855180

C.T. 10/840175

C.T. E/928967

C.T. A/436969

C.T. 1/770173

C.T.5/238342

C.T. 4/238342

Daniel Hayward
Hayward 14/8/97

Office: 100/0559/90
Printed: 0996LTO

REGULATIONS
New South Wales
Real Property Act 1900

H
3323281 K

Instructions for filling out this form are available from the Land Titles Office

(A) STAMP DUTY if applicable.

Office of State Revenue use only
29/9 A 127E E-X
v- Jc
R1/1

B 4102
E-X
v- Jc

(B) TITLE

003

SEE ANNEXURE "A"
SHEETS 1 TO 9
INCLUSIVE

(C) REGISTERED DEALING if applicable.

(D) LODGED BY

LTO Box 556X	Name, Address or DX and Telephone Roads and Traffic Authority DX 13 SYDNEY Telephone 9218 6469 (Mr Lorsch)	Dealing Code R
	Reference (15 character maximum): FPP 97M3423	OVER.

(E) APPLICANT

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

(F) REQUEST

Application to Record

GIVING OF A PROPOSED ACQUISITION NOTICES

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ANNEXURE "A"

THIS IS SHEET 8 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 11/521336

C.T. A/109436

C.T. C/109436

C.T. 6/255326

C.T. 7/255326

C.T. 8/255326

C.T. 9/255326

C.T. 1/76617

C.T. 3/56959

✓C.T. 1/710934

C.T. 1/737821

C.T. 1/193956

C.T. 10/834639

C.T. 11/834639

Auto Consol 5171-194

C.T. 1/52850

C.T. 44/852945

C.T. 1/62308

C.T. 2/62308

C.T. 1/664754

Daniel Sharpe
14/8/97

Licence: 100/0559/90

Printed: 0996LTO

Instructions for filling out this form are available from the Land Titles Office

REGULATIONS
New South Wales
Real Property Act 1900

3323281 K

5

R/11

(A) STAMP DUTY
if applicable.

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B 4102

E - R
V - J

29/9 A 1279 E - R
V - J

(B) TITLE

003

SEE ANNEXURE "A"
SHEETS 1 TO 9
INCLUSIVE

(C) REGISTERED DEALING
if applicable.

(D) LODGED BY

LTO Box 556X	Name, Address or DX and Telephone Roads and Traffic Authority DX 13 SYDNEY Telephone 9218 6469 (Mr Lorsch)	Dealing Code R
	Reference (15 character maximum): FPP 97M3423	OVER

(E) APPLICANT

ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

(F) REQUEST

Application to Record

GIVING OF A PROPOSED ACQUISITION NOTICES

Land Acquisition (Just Terms Compensation) Act, 1991

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ANNEXURE "A"

THIS IS SHEET 9 OF THE ANNEXURE "A" IN 9 SHEETS
REFERRED TO IN THE REQUEST MADE UNDER THE REAL PROPERTY ACT, 1900
BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

C.T. 1/169634

C.T. 1/743156

C.T. 203/63364

C.T. 1/76861

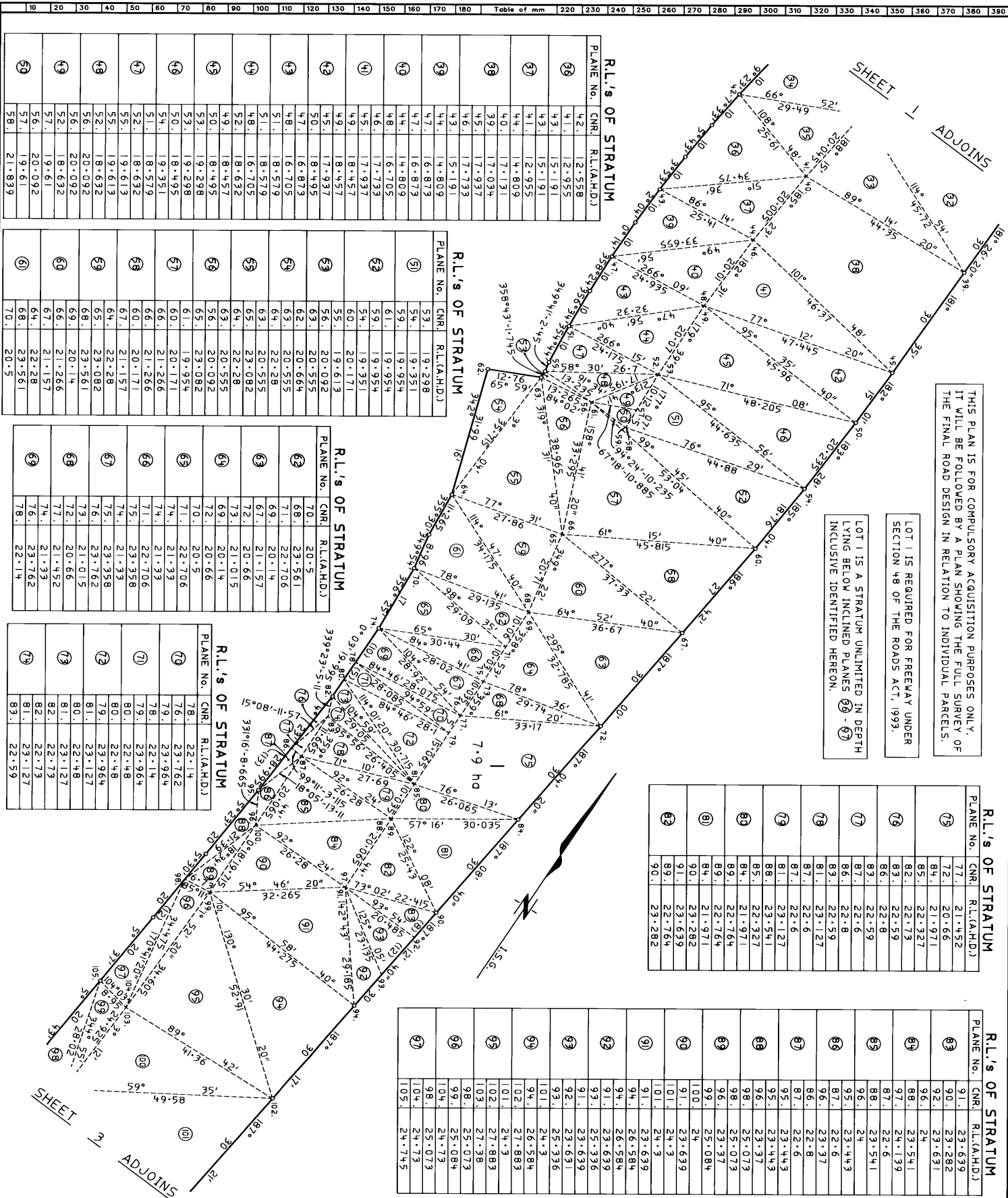
C.T. 1/198965

C.T. 2/198965

C.T. F/447357

C.T. 1/121700

Jewell Shagorel
Harvey 14/8/97



DP 869518

Registered: 24.9.1997
 This is sheet 2 of my plan in 6 sheets

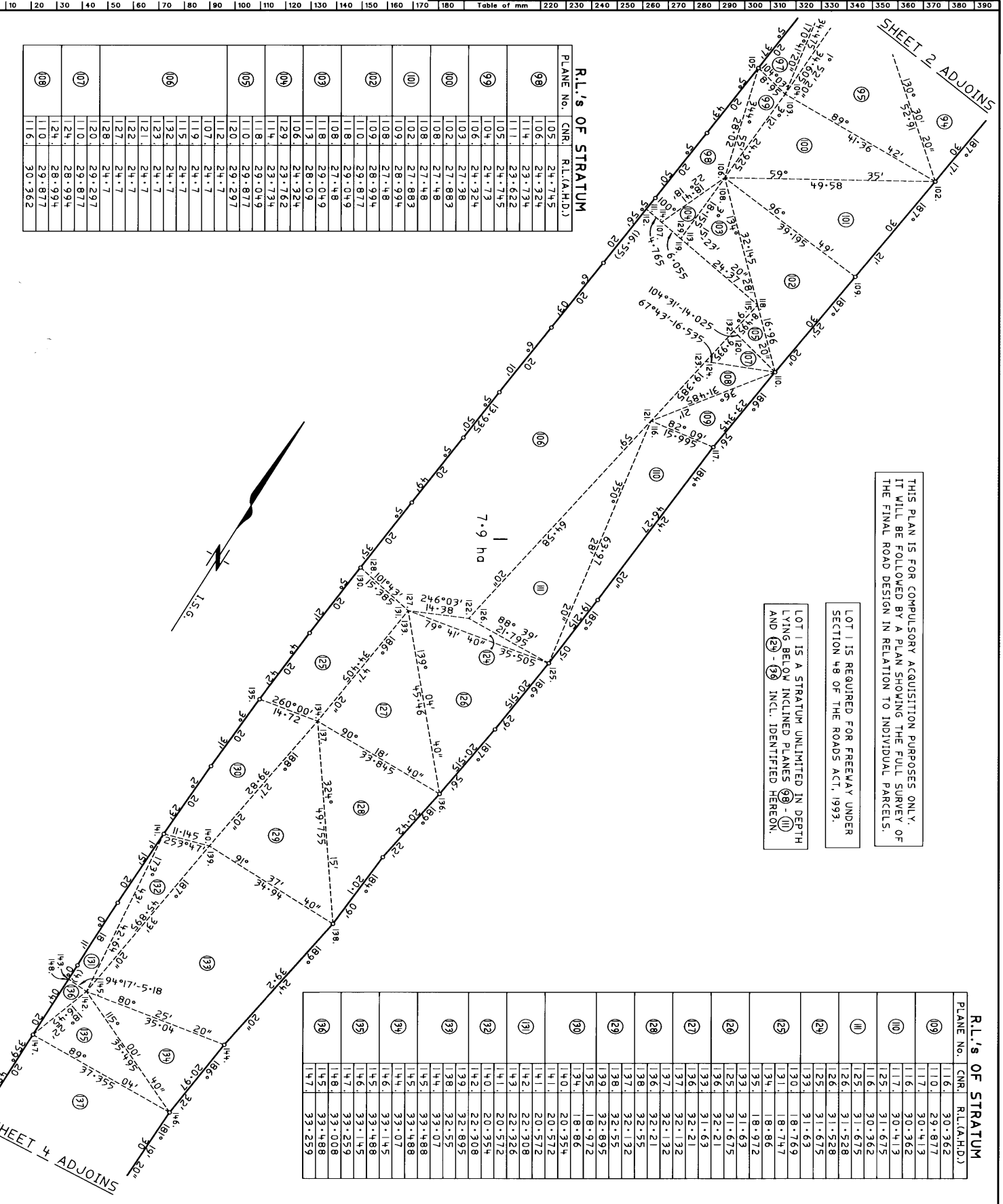
Signed: *Kenny Sheehan* 11.5.1997
 Surveyor registered under Surveyors Act, 1993

This is made of the plan of sheet covered by my certificate No. of

Locality: EAST SYDNEY CITY
 Parish: ALEXANDRIA
 County: CUMBERLAND

L.G.A.: SOUTH SYDNEY CITY

For use where space is insufficient in any part on Plan Form 2.



PLANE No.	R.L.(A.H.D.)
09	105. 24.745
	106. 24.724
	114. 23.734
	111. 23.622
	105. 24.745
	104. 24.773
	106. 24.724
	103. 27.38
	108. 27.48
	108. 27.48
	102. 27.883
	109. 28.994
	108. 27.48
	109. 28.994
	110. 29.877
	118. 29.049
	108. 27.48
	118. 29.049
	113. 28.09
	106. 24.324
	129. 23.762
	114. 23.734
	118. 29.049
	110. 29.877
	120. 29.297
	112. 24.7
	107. 24.7
	119. 24.7
	115. 24.7
	132. 24.7
	123. 24.7
	121. 24.7
	122. 24.7
	127. 24.7
	128. 24.7
	120. 29.297
	110. 29.877
	124. 28.994
	124. 28.994
	110. 29.877
	116. 30.362

PLANE No.	CNR	R.L.(A.H.D.)
09	116.	30.362
	110.	29.877
	117.	30.413
	116.	30.362
	117.	30.413
	125.	31.675
	116.	30.362
	125.	31.675
	126.	31.528
	126.	31.528
	125.	31.675
	125.	31.675
	130.	18.769
	131.	18.747
	134.	18.86
	135.	18.972
	133.	31.675
	125.	31.675
	136.	32.21
	133.	31.675
	136.	32.21
	137.	32.132
	138.	32.55
	137.	32.132
	138.	32.55
	139.	32.55
	135.	18.972
	134.	18.86
	140.	20.354
	141.	20.572
	141.	20.572
	142.	22.308
	143.	22.326
	141.	20.572
	140.	20.354
	142.	22.308
	139.	32.895
	144.	33.07
	145.	33.488
	144.	33.07
	146.	33.488
	145.	33.488
	146.	33.488
	145.	33.488
	147.	33.259
	148.	33.008
	145.	33.488
	147.	33.259

THIS PLAN IS FOR COMPULSORY ACQUISITION PURPOSES ONLY. IT WILL BE FOLLOWED BY A PLAN SHOWING THE FULL SURVEY OF THE FINAL ROAD DESIGN IN RELATION TO INDIVIDUAL PARCELS.

LOT 115 REQUIRED FOR FREEWAY UNDER SECTION 48 OF THE ROADS ACT, 1993.

LOT 115 IS A STRATUM UNLIMITED IN DEPTH LYING BELOW INCLINED PLANES (09) - (11) AND (29) - (39) INCL. IDENTIFIED HEREON.

D.P.869518

Registered: 24.9.1997

This is sheet 3 of my plan in 6 sheets

Surveyor: *Kenny Smyth*, 11-6-1997

This is sheet of the plan of

General Manager

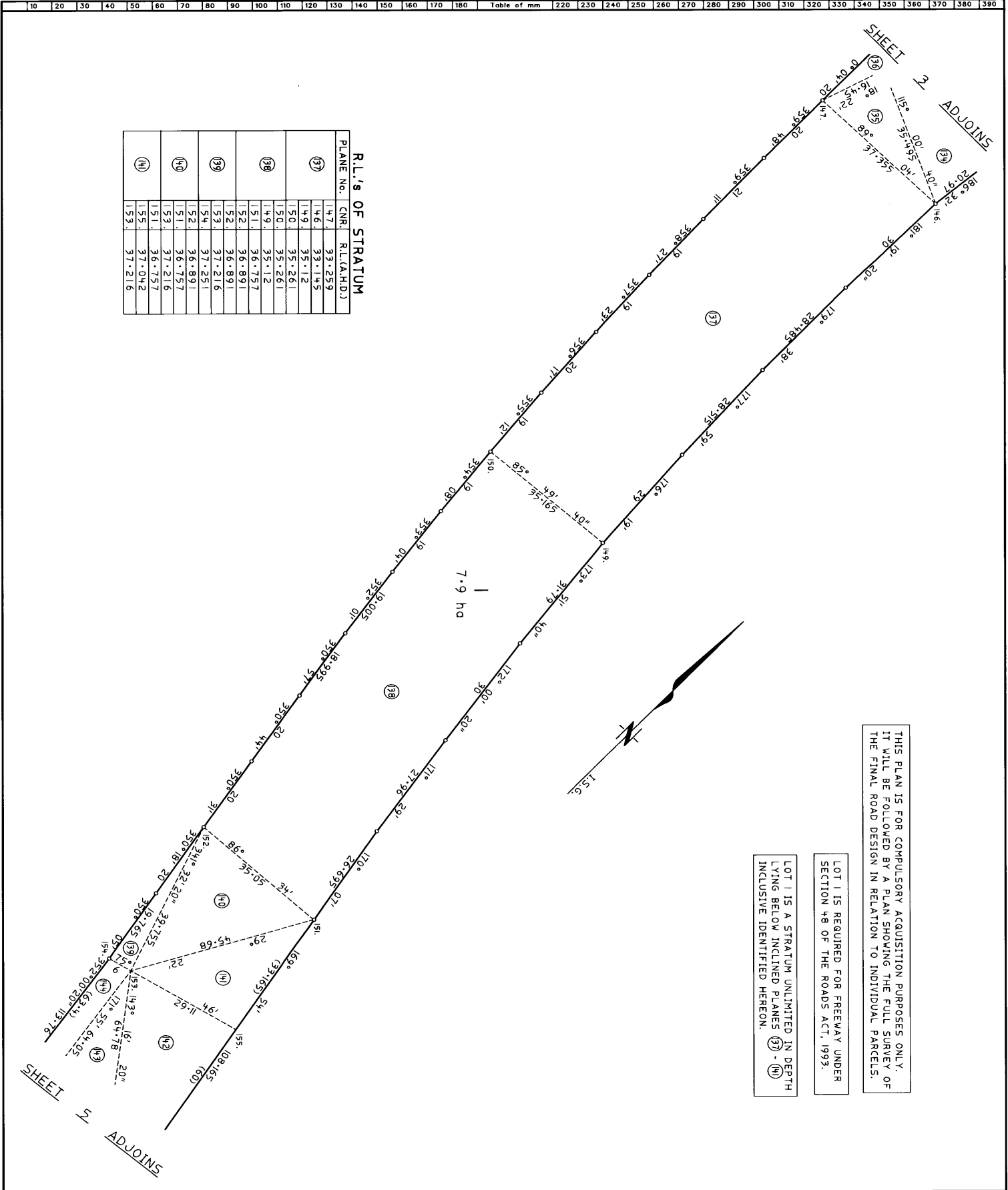
L.G.A.: SOUTH SYDNEY CITY
 Locality: EAST SYDNEY
 Parish: ALEXANDRIA
 County: CUMBERLAND

For use where space is insufficient in my plan on this form 2

Lengths are in metres. Reduction Ratio 1:600

R.T.A. FILE : F774121738
 R.T.A. PLAN : 6007 419 55 0035

Plan Drawing only to appear in this space



R.L.'s OF STRATUM

PLANE No.	CNR	R.L.(A.H.D.)
(37)	47	33.259
	46	33.145
	49	35.12
	50	35.261
	50	35.261
(38)	49	35.12
	51	36.757
	52	36.891
(39)	53	37.216
	54	37.251
	52	36.891
	53	37.216
(40)	51	36.757
	51	36.757
(41)	55	37.042
	53	37.216

THIS PLAN IS FOR COMPULSORY ACQUISITION PURPOSES ONLY. IT WILL BE FOLLOWED BY A PLAN SHOWING THE FULL SURVEY OF THE FINAL ROAD DESIGN IN RELATION TO INDIVIDUAL PARCELS.

LOT 1 IS REQUIRED FOR FREEWAY UNDER SECTION 48 OF THE ROADS ACT, 1993.

LOT 1 IS A STRATUM UNLIMITED IN DEPTH LYING BELOW INCLINED PLANES (37) - (40) INCLUSIVE IDENTIFIED HEREON.

DP 869518

Registered: 24.9.1997

This is sheet 4 of my plan in 6 sheets dated

Signature: *Kathy Sweeney* 11-6-1997
 Surveyor registered under Surveyors Act 1993.

This is sheet of the plan of whole covered by my certificate No. of

General Manager

L.G.A.: SOUTH SYDNEY CITY
 Locality: EAST SYDNEY
 Parish: ALEXANDRIA
 County: CUMBERLAND

For use where space is insufficient in my plan on Plan Form 2.

Lengths are in metres. Reduction Ratio 1:600

R.T.A. FILE : F7/4/21738
 R.T.A. PLAN : 6007 4/3 55 0035

Plan Drawing only to appear in this space

THIS PLAN IS FOR COMPULSORY ACQUISITION PURPOSES ONLY. IT WILL BE FOLLOWED BY A PLAN SHOWING THE FULL SURVEY OF THE FINAL ROAD DESIGN IN RELATION TO INDIVIDUAL PARCELS.

LOT 1 IS A STRATUM UNLIMITED IN DEPTH LYING BELOW INCLINED PLANES (42) (43) (44) (45) (46) (47) (48) OF THE ROADS ACT, 1993.

LOT 1 IS REQUIRED FOR FREEWAY UNDER SECTION 48 OF THE ROADS ACT, 1993. INCLUSIVE IDENTIFIED HEREON.

R.L.'s OF STRATUM

PLANE NO.	CNR.	R.L.(A.H.D.)
(42)	153	37.216
	155	37.042
	156	4.0
	157	37.216
	158	4.0
	159	40.379
	160	37.216
	161	37.251
	162	41.365
	163	41.365
	164	41.365
	165	41.365
	166	41.365
	167	41.365
	168	41.365
	169	41.365
	170	41.365
	171	41.365
	172	41.365
	173	41.365
	174	41.365
	175	41.365

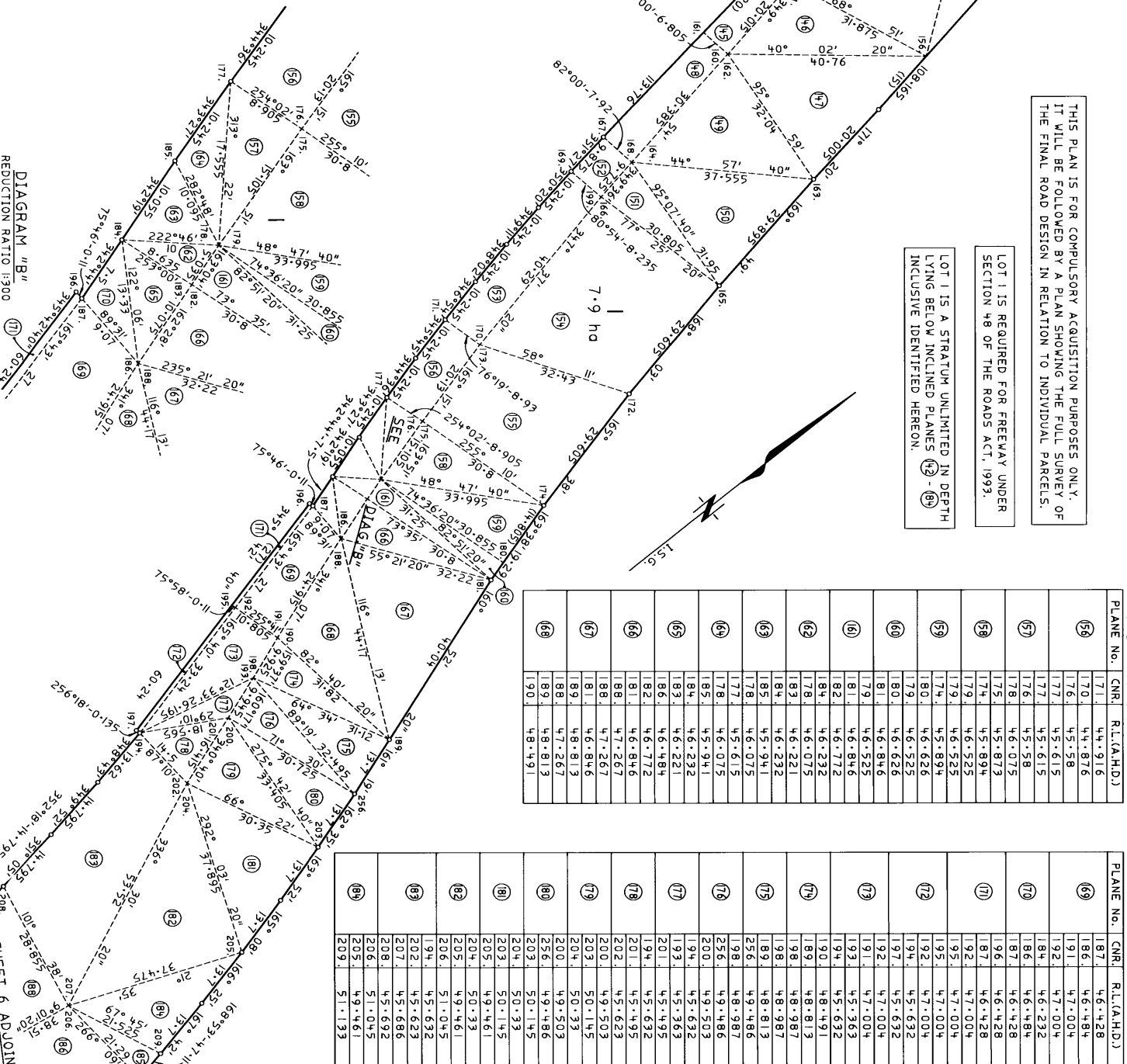


DIAGRAM "B"
REDUCTION RATIO 1:300

DIAGRAM "A"
REDUCTION RATIO 1:300

Lengths are in metres. Reduction Ratio 1:600

R.T.A. FILE : F7/4121738
R.T.A. PLAN : 6007 413 55 0095

R.L.'s OF STRATUM

PLANE NO.	CNR.	R.L.(A.H.D.)
(49)	171	44.916
	170	44.876
	176	45.58
	177	45.615
	172	45.615
	173	45.625
	174	45.873
	175	45.873
	179	46.525
	180	46.626
	181	46.626
	182	46.626
	183	46.626
	184	46.626
	185	46.626
	186	46.626
	187	46.626
	188	46.626
	189	46.626
	190	46.626

R.L.'s OF STRATUM

PLANE NO.	CNR.	R.L.(A.H.D.)
(69)	187	46.628
	186	46.684
	191	47.004
	192	47.004
	184	46.232
	185	46.484
	186	46.484
	187	46.484
	188	46.484
	189	46.484
	190	46.484
	191	46.484
	192	46.484
	193	46.484
	194	46.484
	195	46.484
	196	46.484
	197	46.484
	198	46.484
	199	46.484
	200	46.484
	201	46.484
	202	46.484
	203	46.484
	204	46.484
	205	46.484
	206	46.484
	207	46.484
	208	46.484
	209	46.484

DP 869518

Registered: 24.9.1997

This is sheet 5 of my plan in 6 sheets

Signature: 15.4.1997

Surveyor registered under Surveyors Act 1993

This is sheet of the plan of

made covered by my certificate No. of

General Manager

L.G.A.: SOUTH SYDNEY CITY

Locality: EAST SYDNEY

Parish: ALEXANDRIA

County: CUMBERLAND

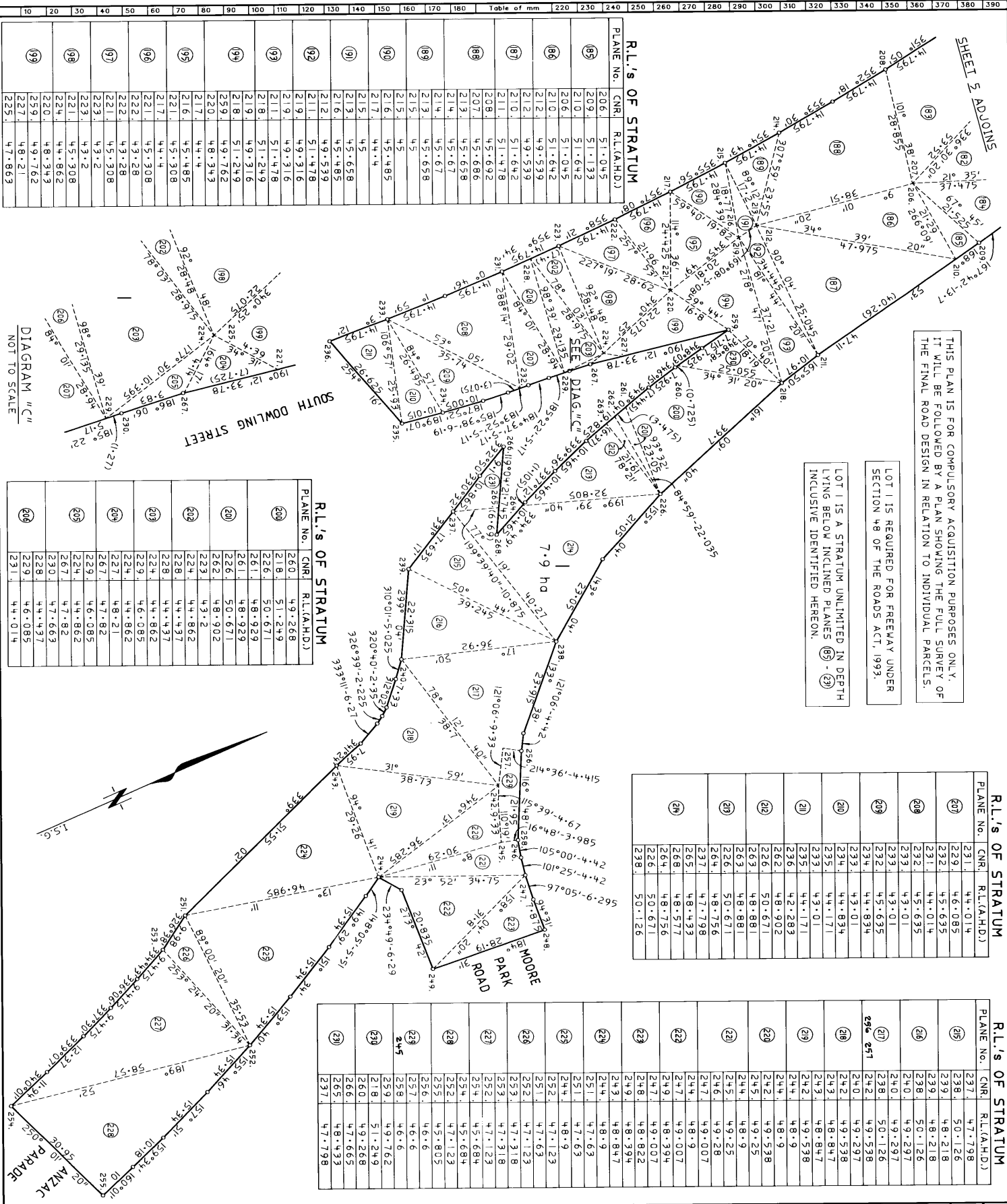
For use where space is insufficient in my plan in Plan Form 2.

Plan Drawing only to appear in this space

To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

SHEET 5 ADDITIONS



LOT 115 IS A STRATUM UNLIMITED IN DEPTH LYING BELOW INCLINED PLANES (85) - (89) INCLUSIVE IDENTIFIED HEREON.

LOT 115 IS REQUIRED FOR FREEWAY UNDER SECTION 48 OF THE ROADS ACT, 1993.

R.L.'s OF STRATUM

PLANE No.	CNR.	R.L.(A.H.D.)
(187)	206	51.0145
(187)	209	51.1133
(187)	210	51.1642
(187)	212	49.1539
(187)	211	51.1642
(187)	208	45.1692
(187)	207	45.1688
(187)	213	45.1658
(187)	214	45.167
(187)	215	45.1658
(187)	216	45.1685
(187)	217	45.1685
(187)	218	49.1539
(187)	219	49.1516
(187)	220	49.1516
(187)	221	44.4
(187)	222	45.1685
(187)	223	45.1685
(187)	224	45.1685
(187)	225	47.863

R.L.'s OF STRATUM

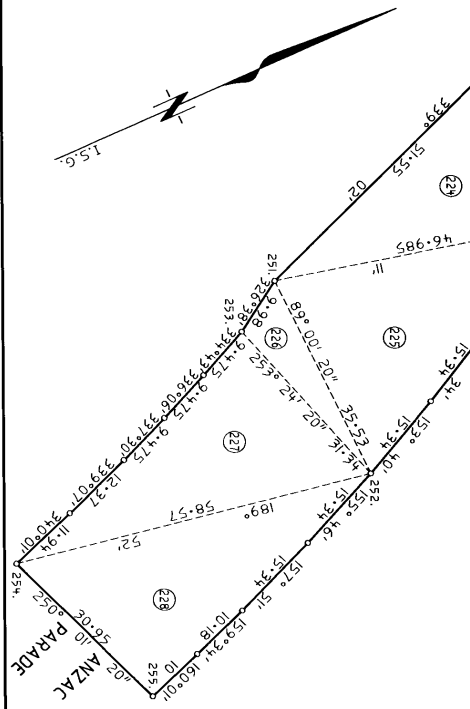
PLANE No.	CNR.	R.L.(A.H.D.)
(200)	221	44.014
(200)	222	45.085
(200)	232	45.635
(200)	231	44.014
(200)	232	45.635
(200)	233	43.01
(200)	234	45.635
(200)	235	43.01
(200)	236	43.01
(200)	237	45.635
(200)	238	50.126

R.L.'s OF STRATUM

PLANE No.	CNR.	R.L.(A.H.D.)
(200)	227	47.798
(200)	228	50.126
(200)	229	48.218
(200)	230	48.218
(200)	231	44.014
(200)	232	50.126
(200)	233	43.01
(200)	234	45.635
(200)	235	43.01
(200)	236	43.01
(200)	237	45.635
(200)	238	50.126

R.L.'s OF STRATUM

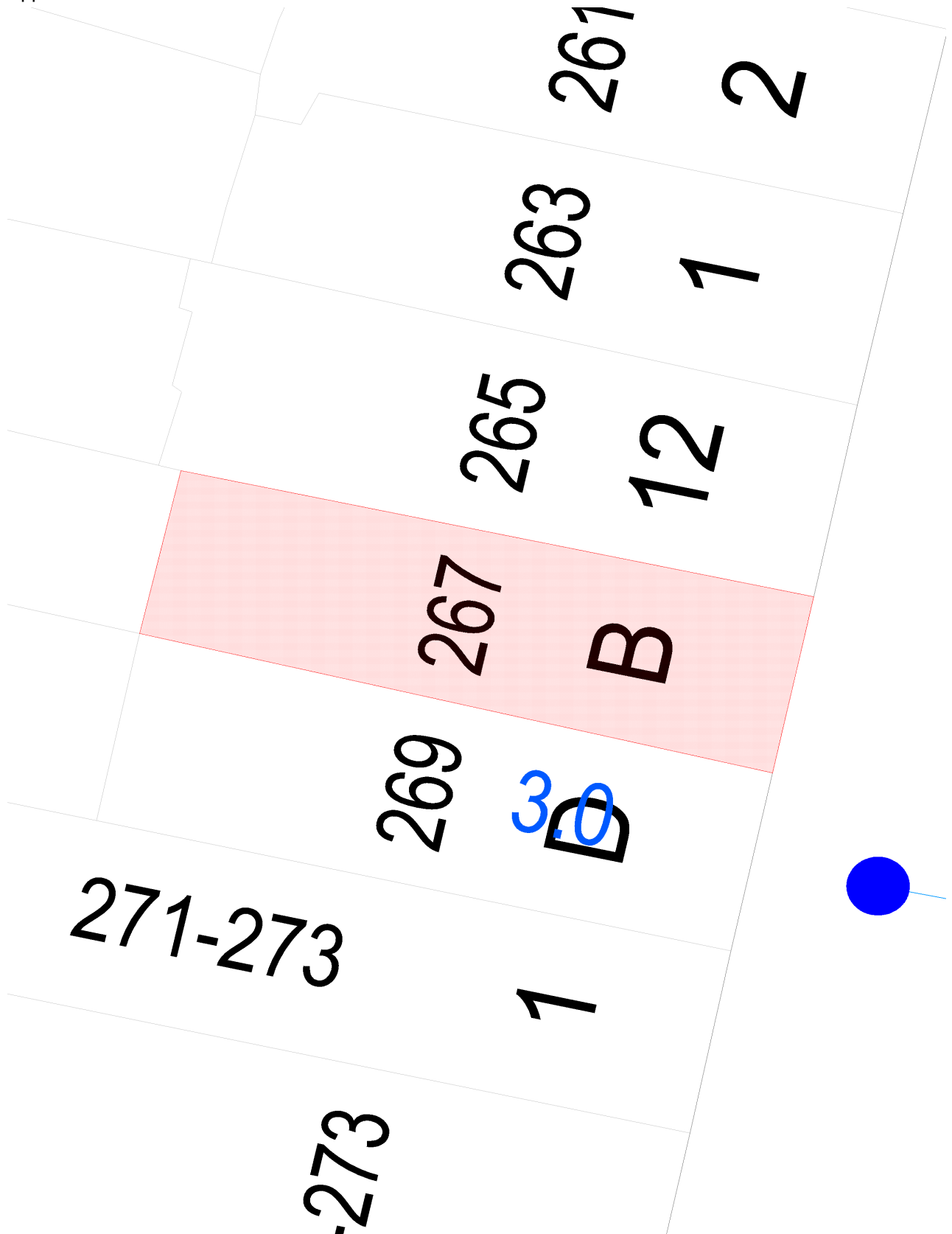
PLANE No.	CNR.	R.L.(A.H.D.)
(200)	260	49.268
(200)	218	51.249
(200)	226	50.671
(200)	261	48.929
(200)	262	50.671
(200)	263	48.929
(200)	264	48.929
(200)	265	48.929
(200)	266	50.671
(200)	267	48.929
(200)	268	48.929
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(200)	320	48.929
(200)	321	48.929
(200)	322	48.929
(200)	323	48.929
(200)	324	48.929
(200)	325	48.929



<p>DP 869518</p> <p>Registered: 24.9.1997</p> <p>This is sheet 6 of my plan of 6 sheets.</p> <p>Survey registered under Surveyors Act 1938.</p> <p>Signature: <i>K.M. Nassar</i> [Stamp] This is sheet 6 of my plan of 6 sheets covered by my certificate No. [Stamp]</p>	<p>L.G.A.: SOUTH SYDNEY CITY</p> <p>Locality: EAST SYDNEY</p> <p>Parish: ALEXANDRIA</p> <p>County: CUMBERLAND</p>	<p>For use where space is insufficient in any part on Plan Form 2.</p>
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Lengths are in metres. Reduction Ratio 1:6000
R.T.A. FILE : F7/421738
R.T.A. PLAN : 6007 4/3 55 0095

Service Location Print
Application Number: 8001321902



Document generated at 16-12-2021 10:40:25 AM

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

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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**.

Sewer Service Diagram

Application Number: 8001321903

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD H6.73.
SEWERAGE SERVICE DIAGRAM 220156

Municipality of *City of Sydney* No. 220155

(EAST SYDNEY)

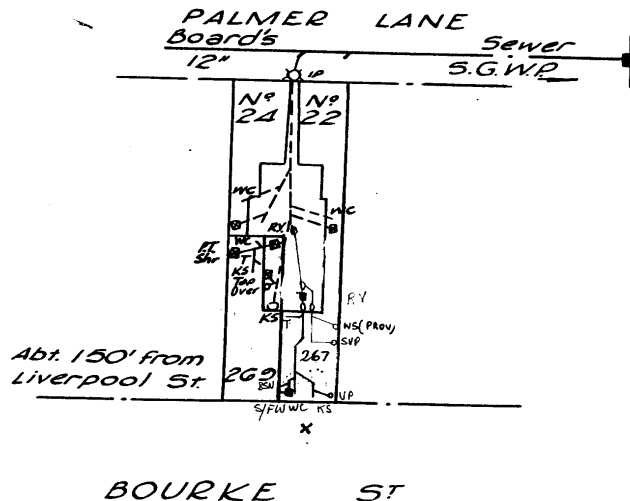
□ Boundary Trap	■ R.V. Reflux Valve	I.P. Induct Pipe	Bas. Basin
■ Pit	○ C.E. Cleaning Eye	M.F. Mica Flap	Shr. Shower
⊠ G.I. Grease Interceptor	○ VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
⊠ Gully	○ V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
⊠ P.T. P. Trap	○ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
⊠ R.S. Reflux Sink	○ D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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

Broken lines denote assumed position of drainage



RATE No. W.C.s. U.C.s. 19

SHEET No. 3822

OFFICE USE ONLY

FOR ENGINEER HOUSE SERVICES

DRAINAGE		BRANCH OFFICE	PLUMBING		
Supervised by	DATE		Supervised by	DATE	
Inspector	/ /	Date	/ /	Inspector	/ /
Examined by	/ /	Outfall	LL	281-694	
Chief Inspector	/ /	Drainer		1282 031	
Tracing Checked	/ /	Plumber			
		Boundary Trap	is/is-not required.		

Document generated at 16-12-2021 10:40:29 AM

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**.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

Telephone +61 2 9265 9333
Fax +61 2 9265 9222
council@cityofsydney.nsw.gov.au
GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au



TAITZ LAW & ASSOCIATES
16/6-8 Ocean St
BONDI NSW 2026

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	TAITZ LAW & ASSOCIATES
Your reference:	NASSAR SALE
Address of property:	267 Bourke Street , DARLINGHURST NSW 2010
Owner:	Mr Danny Robert Nassar
Description of land:	Lot B DP 109436
Certificate No.:	2021339804
Certificate Date:	16/12/21
Receipt No:	0188269
Fee:	\$53.00
Paid:	16/12/21

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.

A handwritten signature in black ink, appearing to read 'Monica Barone'.

Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:

Ph: 9265 9333
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone R1 General Residential (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain the existing land use pattern of predominantly residential uses..

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Horticulture; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Roadside stalls; Semi-detached dwellings; Seniors housing; Shop top housing; shops; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat launching ramps; Boat building and repair facilities; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Environmental protection works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Industrial retail outlets; Industries; Mooring pens; Moorings; Mortuaries; Passenger transport facilities; Port facilities; Recreation facilities (major); Recreation facilities(outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural supplies; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wholesale supplies

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012
NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

HERITAGE

Conservation Area

(Sydney Local Environmental Plan 2012)

This property has been identified as land within a Heritage Conservation Area.

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application from or by downloading the application form from www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 64 – Advertising and Signage

This policy aims to ensure that signage (including advertising):
Is compatible with the desired amenity and visual character of an area, and
Provides effective communications in suitable locations, and
Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (State Significant Precincts) 2005

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Infrastructure) 2007

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying

development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Affordable Rental Housing) 2009

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and
- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)**

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

This SEPP does not apply to the land.

(3) Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

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

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

<ul style="list-style-type: none"> ▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area. 	YES
<ul style="list-style-type: none"> ▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code) 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(2) & 1.19(3)c Has been identified as land described or otherwise identified on a map specified in Schedule 5, and ceases to have effect on 31 December 2022. (Applies to the Housing Code & Low Rise Housing Diversity Code) 	NO

Housing Internal Alterations Code

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

Commercial and Industrial Alterations Code

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

Subdivisions Code

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

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

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

Demolition Code

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

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

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

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

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

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

(7) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(7A) Flood related development controls information.

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

Property is within the flood planning area	NO
Property is outside the flood planning area	NO
Property is within a buffer zone	UNKNO WN

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls

Property is between the flood planning area and probable maximum flood.	YES
Property is outside the flood planning area and probable maximum flood	NO
Property is within a buffer zone	NO

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain

Development Manual.

(8) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(9) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

<ul style="list-style-type: none"> ▪ Central Sydney Development Contributions Plan 2020 – in operation 26th November 2021 	NO
<ul style="list-style-type: none"> ▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016 	YES
<ul style="list-style-type: none"> ▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16th May 2007 ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007 	NO

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable

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

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1)The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

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

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

Planning certificate section 10.7 (2), local planning controls are available online at www.cityofsydney.nsw.gov.au

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

*Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000*

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