

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		Phone: Fax:
co-agent		
vendor	<b>MPT Property Group Pty Ltd ATF MPT Property Fund No1 ACN 145 071 218</b> 3 Albion Street, Harris Park NSW 2150	
vendor's solicitor	<b>RM Legal Sydney Pty Ltd</b> <b>4 Albion Street, Harris Park NSW 2150</b> <b>PO Box 9359, Harris Park NSW 2150</b> <b>Email: raymond@rmlegal.com.au</b>	Phone: <b>02 9687 7000</b> Fax: <b>02 9687 3000</b> Ref: <b>Raymond Mawad</b>
date for completion	<b>See special condition 2</b>	

land (address, plan details and title reference) **Unit /215 Targo Road GIRRAWEE NSW 2145**  
 Unregistered Lot being part of Lot 1 in Deposited Plan 119507

**Folio Identifier**

VACANT POSSESSION  subject to existing tenancies

improvements  HOUSE  garage  carport  home unit  carspace  storage space  
 none  other:

attached copies documents in the List of Documents as marked or as numbered:  
 other documents:

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input 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

Ref:

Phone:

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

**Choices**

Vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes  
**Proposed electronic transaction** (clause 30)  no  YES

**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 *RW 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.

***RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name: **MPT Property Group Pty Ltd ACN 145 071 218**

Supplier's ABN: 47 901 033 959

Supplier's business address: 3 Albion Street Harris Park NSW 2150

Supplier's email address: [tony@ptws.com.au](mailto:tony@ptws.com.au)

Supplier's phone number: 9891 1544

Supplier's proportion of *RW 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

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

**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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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:

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

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 stamp 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.

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>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>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>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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 – 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 18B of the Swimming Pools Regulation 2008).

## 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*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.



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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 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

- 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 an *RW payment* the purchaser must –  
13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment*.

#### 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;  
     *remittance amount* payable;  
     *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and



18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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

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

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- 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 *Lodgement 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 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>ENCL</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 *remittance amount* 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 *remittance amount*.
- 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.

215 Targo Road GIRAWEE NSW 2145



## Special Conditions

Forming part of the 2018 Contract of Sale

**215 Targo Road GIRAWEE NSW 2145**

BETWEEN: **MPT Property Group Pty Ltd ATF MPT Property Fund No1 ACN 145 071 218**  
 “as VENDOR”

AND

“as PURCHASER”

### Definitions

In this contract, unless the context otherwise requires:

- **“Authority”** means any government, semi-government, statutory, public or other authority having jurisdiction over the Development site. The Council is an Authority.
- **“Act”** means the Strata Schemes Management Act 1996 and the Strata Schemes Management Regulations 1997 as amended from time to time;
- **“Building”** means the building constructed on the Land containing the Property which is the subject of the Strata Plan;
- **“By Laws”** means the Model by-laws, Residential Schemes, Schedule 2, Strata Schemes Management Regulation 2010 under the Strata Schemes management Act 1996 or the by-laws contained in the special by-laws a copy of which is attached to this Contract which is to be registered with the Strata Plan;
- **“Claim”** means any claim, demand or cause of action (whether based in Contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.
- **“Common Property”** means the Common Property in respect of the Strata Scheme;
- **“Completion”** means completion of the sale and purchase of the Property and payment of the balance of the price.
- **“Construction Amendments”** include but is not limited to:
  - (a) changes to the location of areas designed to be used primarily for storage or accommodation of motor vehicles not for human occupation as a residence or shop or the like;
  - (b) changes to the foyer or such other pedestrian access (egress or ingress) areas;
  - (c) relocation of columns;
  - (d) changes to floor area or ceiling height of the Building including, but no limited to the Property;
  - (e) changes to the landscaping;
  - (f) changes to enable the proper construction of the Building or Buildings;
  - (g) changes to effect staging of construction
  - (h) changes to the exterior of the Building including exterior finishes;
  - (i) changes to materials if those materials are difficult to obtain;
  - (j) changes to the internal layout of the Building/s forming part of the Property forming part of the Building/s
  - (k) changes to enable the positions of services within the Building or any one of them;
  - (l) changes to meet or as a consequence of meeting the requirements of any Authority;
  - (m) changes that are determined desirable or required by the Vendor from time to time; or
  - (n) any one or more of the above.
- **“Contract”** means this Contract between the Vendor and the Purchaser.
- **“Council”** means Cumberland Council and any consent authority under the Environmental Planning and Assessment Act 1979
- **“Court”** means the Land & Environment Court of New South Wales;
- **“Defects”** means any defect or fault in the Property (or in the Common Property as applicable) due to faulty materials or workmanship but does not include normal maintenance, fair wear and tear, minor shrinkage or settlement cracks.
- **“Development Consent”** means the consent of Council for the development and construction of residential apartment building in accordance with **Consent No.DA2016/417/1** and as amended from time to time including Section 96 variations (if applicable).

- **“Development Activities”** means any excavation, form work or demolition work, building work or work ancillary to or associated with construction of the Building including but not limited to any dedication of land forming part of the Development Site;
- **“Development Site”** has the same meaning as “Property” and “Land” as defined on the front page of the Contract of Sale.
- **“Deposit Guarantee”** means an unconditional deposit bond or guarantee issued in favour of the Vendor at the request of the Purchaser by an issuing company, which must be an Australian Bank or other recognised Australian Institution or such other institution as may be approved by the Vendor and which must be on terms reasonably acceptable to the Vendor
- **“Discharge”** means a registrable discharge or withdrawal of an Encumbrance;
- **“Encumbrance”** includes a mortgage or caveat;
- **“FIRB”** means the Foreign Investment Review Board;
- **“FIRB Act”** means the Foreign Acquisitions and Takeovers Act 1975;
- **“Foreign Interest”** means a “foreign person” as defined by the Foreign Acquisitions and Takeovers Act 1975 (C’t), who requires the Treasurer’s approval under that Act to purchase residential property in Australia (as defined in section 4).
- **“Governmental Agency”** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;
- **“GST”** means a goods and services tax, or a similar value added tax, levied or imposed under the GST Act.
- **“Guarantor”** means, jointly and separately, each guarantor named as such in this contract and, if the purchaser is a company, any person who is a director of the purchaser on the contract date;
- **“Major Defects”** means a fault or defect in the property which is structural, may cause danger to persons in the property or makes the property uninhabitable or a fault which, because of its nature, requires immediate rectification;
- **“Marketing Materials”** mean any drawings, plans, surveys, models, marketing brochure, DVD marketing material, brochure, emails, web listings, website, DLX, document or other material with respect to the property prepared by the vendor, the vendor’s agent or on its behalf.
- **“Minor Variations”** means those variations which are required by an authority, or required by good building practice, or required to correct an evident error on any document attached to this Contract. For the purposes of this Contract “Minor Variations” includes in its meaning a variation:
  - (a) To the area of the Property shall be a variation which diminishes the area by less than or equal to 5%;
  - (b) To any part of or related to the car space, including without limitation location (if applicable); or
  - (c) To any part of or related to the storage, including without limitation location (if applicable)
- **“Occupation Certificate”** means a certificate (whether an interim one or a final one) within the meaning of section 109C of the *Environmental Planning and Assessment Act 1979 (NSW)*
- **“Owner’s Corporation”** means the owner’s corporation constituted upon registration of the Strata Plan;
- **“Plan”** means the Strata Plan as attached to the Contract of Sale. If the Plan is modified pursuant to the special conditions of the Contract then the Plan shall mean that Plan as so modified.
- **“Printed Conditions”** means the conditions of sale contained in the Standard Form;
- **“Property”** means the property described on the cover page of this Contract the subject of this Contract;
- **“Schedule of Finishes”** means the Schedule of Finishes set out in the Schedule of Finishes attached to this Contract.
- **“Special Conditions”** means the special conditions attached to this Contract.
- **“Standard Form”** means the Standard Form of Contract for Sale of Land – **2018** Edition;
- **“Strata Plan”** means the strata plan to be registered in respect of the land, a copy of which is annexed to this Contract
- **“Strata Scheme”** means the Strata scheme constituted on registration of the Strata Plan under the Strata Schemes Management Act 2015 (NSW) and Strata Schemes Development Act 2015 (NSW);
- **“Substantially and Detrimentally”** means a variation or alteration which results in the area of the Property or the dimensions of any boundary thereof being reduced by 5% or more;
- **“Sunset Date”** means **Six Months** from the date of this Contract, subject to any extension pursuant to the provisions of this Contract,
- **“Works”** means the construction of the Building and the Development Activities in accordance with Architectural Plans approved by Council and attached to this contract.

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## 1 Registration of Strata Plan and Construction

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- 1.1 This Contract is conditional upon the vendor providing registration of a Strata Plan substantially in the form of the draft Strata Plan annexed hereto and in accordance with the development



consent by the Sunset Date. In the event that the Strata Plan has not been registered by the Sunset Date either party may, by notice in writing, rescind this Contract whereupon the provisions of clause 19 will apply. The purchaser acknowledges and agrees that its only right or remedy available in the event that the Strata Plan is not registered by the sunset date is the right of rescission and the vendor will not be liable to pay to the purchaser any damages, costs or expenses subject to special condition 1.2.

1.1A Right to Rescind

For the avoidance of doubt:

(a) If the Strata Plan is not registered by the Sunset Date, then either

- (i) The Purchaser can rescind this Contract by notice in writing to the Vendor, and the provisions of clause 19 will apply; or
- (ii) The Vendor can rescind this Contract by:
  - (A) Serving the Purchaser a notice in writing at least 28 days before the Vendor proposes to rescind the Contract, and such notice must specify the reason to rescind the Contract and the reason for the delay in creating the subject lot and the Purchaser consents in writing to the rescission, and then the provisions of clause 19 will apply; or
  - (B) Obtaining an order of the Supreme Court of NSW in accordance with S66ZL of the Conveyancing Amendment (Sunset Clauses) Act 2015; or
  - (C) applying the regulations otherwise permitting the Vendor to rescind the contract under this Clause.

(b) If the Strata Plan is registered before a party rescind this Contract in accordance with this Clause, then the right of rescission lapse as and from the time such registration occurs.

1.2 If the registration of the Strata Plan is delayed due in whole or in part to one or more of the following:

- 1.2.1 Damage and/or delay by fire or explosion or earthquake or lightning or storm or tempest or war or civil commotion or strike;
- 1.2.2 Inclement weather or conditions resulting from inclement weather;
- 1.2.3 In consequence of proceedings being taken or threatened by or disputes with adjoining or neighbouring owners, or labour;
- 1.2.4 The delay of any local or other authority in giving any necessary approval provided the vendor has taken all reasonable steps to obtain such approval;
- 1.2.5 By any other cause, matter or thing beyond the control of the vendor;

then if the Vendor's builder or architect certifies to that period of the delay then the vendor may at any time thereafter by written notice to the purchaser substitute for the Sunset Date another date which is not later than the original Sunset Date by more than the period of the delay certified to by the vendor's builder or architect. The Vendor is the sole determinator of the vendor's entitlements to extensions of time under this clause 1 and a certificate by the vendor in relation to extensions of time under this clause 1 is final, conclusive and binding on the parties.

1.3 Before registration, the Vendor can make changes which the vendor considers necessary or desirable to the Strata Plan including (but not limited to) changes in respect of any matters disclosed or noted in special condition 10, changes to the total number of lots, the numbering of lots, the location of easements or the unit entitlements from those shown on the draft Strata Plan. Subject to special condition 1.4, the purchaser cannot make a claim or requisition or rescind or terminate in respect of any changes to the Strata Plan.

- 1.4 The Vendor may make variations to the Strata Plan from time to time which the Vendor considers necessary or desirable and in its absolute discretion. The Purchaser shall not be entitled to make any objection, requisition or claim for compensation nor rescind the Contract or terminate or delay completion in relation to any minor variation in the location of the unit from the location shown on the Strata Plan annexed or the location of any car parking space or storage area.
- 1.5 The parties agree that a change to the Strata Plan on registration that results in the reduction of the area of the apartment forming part of the property of equal to or less than 5% is taken not to substantially detrimentally affect the property and is taken to be a minor variation.
- 1.6 The Vendor can make changes to the by-laws disclosed in this contract (or create further by-laws), create further easements, covenants and restrictions as to user in addition to those set out in the draft Strata Plan or disclosed in this contract or change the location of easements in the draft Strata Plan or disclosed in this contract, which the vendor considers necessary or desirable in its absolute discretion. The purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect of any such change or addition.
- 1.7 If there is any change which substantially and detrimentally affects the Property, then the Purchaser shall have the right to terminate the contract only within seven days of the vendor serving notice of registration of the Strata Plan and this time is essential.
- 1.8 Before completion the Vendor must:
- (a) Procure construction of the building generally in accordance with the Development Consent in a proper and workmanlike manner; and
  - (b) Install the items in the property and finish the property generally as specified in the Schedule of Finishes.
- The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with this Clause.
- 1.9 The Vendor can without being required to give any notice to the Purchaser:
- (a) Alter any manner of finish specified to be finished in the Schedule of Finishes to a manner of finish of at least equivalent quality;
  - (b) Alter any item to be installed in the Property as specified in the Schedule of Finishes to another item least equivalent quality;
  - (c) Make amendments to the construction of the Building or the Property to meet or as a consequence of meeting the requirements of any authority, to substitute materials if those materials are difficult to obtain or as desired by the Vendor from time to time.
  - (d) Locate air-conditioning plant and equipment, including mechanical ventilation servicing the property or the Common Property.

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## **2 Completion Date**

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Completion is conditional on:

- (a) The Registrar General registering the Strata Plan; and
  - (b) The Vendor obtaining the Occupation Certificate,
- by the Sunset Date.

2.1 Completion of this contract shall take place on the later of the following days ("The Completion Date"):-

- (a) Forty Two (42) calendar days from the date hereof;

- (b) Fourteen (14) calendar days from the date upon which the vendor's solicitors notify the purchaser or the purchaser's solicitors in writing that the Strata Plan has been registered by the Registrar General of the Land and Property Information Office; and
  - (c) Fourteen (14) calendar days after the vendor serves on the purchasers or the purchaser's solicitors a copy of an occupation certificate in relation to the building or part of the building, of which the proper and access to the property form part.
- 2.2 For the purposes of printed condition 15, if either party does not complete this Contract on or before the Completion date then the other party shall be entitled to make time of the essence of this Contract by issuing upon the other party a Notice to Complete the Contract within fourteen (14) calendar days from the date of service of such Notice. A party giving a notice to complete is entitled to withdraw it at any time, extend it, or issue another notice.
- 2.3 In the event that completion does not take place by the Completion Date due solely to the purchaser's default, it is an essential term of this contract that the purchaser shall pay interest on the balance of purchase monies to the vendor on completion at the rate of nine percent (9%) per annum (calculated on a daily basis) from and including the Completion Date up to and including the date of completion without prejudice to the vendor's rights under clause 9 to exercise the vendor's rights and remedies therein mentioned or its other rights to damages by virtue of the default of the purchaser hereunder.
- 2.4 If the Vendor shall serve a notice pursuant to special condition 2.2 herein the purchaser shall allow on completion the costs of the vendor incurred in the issue of the notice ("costs of the notice") in the sum of \$385.00 inclusive of the GST. The payment of the costs of the notice upon completion shall be an essential term of this contract.
- 2.5 Despite any other provision of this contract, the Vendor may give a copy of the Occupation Certificate or the notification of the registration of plan of subdivision in electronic form by email, using the purchaser's solicitors/conveyancers email address which that solicitor has notified to the Vendor's solicitors/conveyance.

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### **3 Vendor's Agent**

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- 3.1 The Purchaser by this agreement warrants to the Vendor that the Purchaser has not been introduced to the Property by any estate agent other than the agent herein specified and agrees to indemnify the vendor against any claims made by any such estate agent due to the purchaser's breach or alleged breach of this warranty.
- 3.2 All damages, costs and expenses on a solicitor and client basis which may be incurred by the Vendor concerning any such claim or alleged claim shall be paid by the Purchaser to the Vendor including consequential loss.
- 3.3 The Vendor warrants to the purchaser that the Vendor has not given any other real estate agent a sole or exclusive agency for the sale of the Property.
- 3.4 If, prior to completion, the purchaser wishes to offer the property for sale the purchaser must only offer the property for sale through the agency of a real estate agent approved in writing by the Vendor.
- 3.5 This clause 3 shall not merge on completion.

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### **4 Death, Liquidation and Mental Illness**

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- 4.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this special condition not been included it is agreed that if the purchaser: -

4.1.1 being a corporation resolves to go into liquidation, has a petition for its winding up presented or enters into any scheme of arrangement for creditors under the provisions of the Corporations Law or if any liquidator, provisional liquidator, receiver, receiver and manager or voluntary administrator is appointed in respect of the purchaser or

4.1.2 being a natural person(s) dies or become mentally ill,;

then the Vendor may rescind this Contract by notice in writing to the purchaser or his solicitor and if the Purchaser is not otherwise in default under this Contract the provisions of standard condition 19 shall apply.

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## 5 Representations and Warranties

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5.1 The Purchaser expressly acknowledges and agrees that:-

5.1.1 as at the date hereof the terms and conditions set out in this Contract contain the entire agreement in relation to the Property as concluded between the parties notwithstanding any negotiations or discussions held or document signed or brochures produced or statements made to it prior to the execution hereof. The purchaser further acknowledges that it has not been induced (whether orally or in writing) to enter into this Contract by any representation verbal or otherwise made by or on behalf of the vendor which is not set out in the body of this Contract or the schedules or annexures hereto.

5.1.2 it is purchasing the property as a result of the Purchaser's own enquiries and no warranty or representation (whether express or implied) is given by the Vendor or anyone on behalf of the Vendor as to:-

5.1.2.1 its nature, condition, quality or state of repair including defects (latent or patent) dilapidation or infestation of the Property or fitness for any purpose;

5.1.2.2 any financial return or income that can be derived from the Property including the purchaser's entitlement to any income tax deduction or depreciation of plant and equipment or in connection with the construction costs of the building;

5.1.2.2 the nature of the Property and any use permitted by law or any development to which the Property may be put;

5.1.2.3 any rights and privileges relating to the Property;

5.1.2.4 the view from the Property;

5.1.2.5 any strata levies or other outgoings likely to be payable by any owner of the Property or the Owners Corporation;

5.1.2.6 any changes in the local area; or

5.1.2.7 the size of car spaces or use of storage areas

5.1.3 It has the financial capacity to perform its obligations arising out of this Contract and has all power and authority to enter into, implement and perform its obligations under this Contract.

5.1.4 Is purchasing the Property as principal or as trustee and not as an agent for a third party.

5.2 the Purchaser has obtained appropriate independent advice and has satisfied itself in relation to its rights and obligations under this Contract, including its representations and warranties in this Clause.

5.3 Where the Purchaser enters into this Contract as the trustee of a trust, the purchaser represents and warrants, both in its personal capacity and in its capacity as trustee, that the purchaser has the power to enter into and perform its rights and obligations under this Contract.

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## 1. Adjustments

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- 6.1 If, at completion, a separate assessment for Council rates in respect of the Property for the rating year current at completion has not been issued, the vendor must pay the actual separate assessment if and when it issues. On completion, the purchaser must adjust the amount of \$1,500.00 per annum and no regard is to be had to the actual separate assessment if and when it issues.
- 6.2 If, at completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at completion has not been issued, the vendor must pay the actual separate assessment if and when it issues. On completion, the purchaser must adjust the amount of \$250.00 per quarter and no regard is to be had to the actual separate assessment if and when it issues.
- 6.3 Notwithstanding any other condition in this Contract, Land tax shall be adjusted on completion on the amount of land tax payable for the land of which the Property forms part as advised by the Office of State Revenue, land tax division ("the land tax assessment"). There shall be apportioned to the Property part of the land tax assessment on a unit entitlement basis in accordance with the *actual* amount paid or payable by the vendor in respect of the said Land as a whole, which amount shall then be adjusted in accordance with clause 14.1 of the Standard Form. Despite anything in this contract to the contrary the amount of land tax to be adjusted on completion if a separate assessment has not issued for the property will be based on an agreed value of \$2,000.00.
- 6.4 Insurance Premiums payable in respect of the Strata Scheme will be outgoings for the purposes of calculating adjustments on settlement, and that such adjustment will be made on a unit entitlement basis.
- 6.5 The Purchaser is aware that the registered proprietor will be advancing funds by way of contribution to the Owners Corporation for the purpose of effecting insurances as required by the Act and the purchaser acknowledges that such amounts shall be a "periodic outgoing" and adjusted on completion on a unit entitlement basis.
- 6.6 The vendor must, on or before completion, pay or procure the payment of:-
- 6.6.1 any assessment for Council rates;
  - 6.6.2 any assessment for water and sewerage rates;
  - 6.6.3 any assessment for land tax; and
  - 6.6.4 any insurance premiums payable
- issued before completion for the land or for the Property either in full or to the extent necessary to free the Property from any charge for the payment of rates and land tax.
- 6.7 The Vendor may serve a notice to complete despite any charge on the property in respect of unpaid council rates, water and sewerage rates, land tax, or any other tax or outgoing, and is not obliged to remove any such charge until completion.
- 6.8 Sydney Water has adopted a policy of raising a charge in relation to each lot in a Strata Scheme immediately on registration of the Strata Scheme. The purchaser acknowledges that this charge does not represent a "separate assessment" for the purposes of this clause and the purchaser is liable to pay this charge (if any) in full in addition to the adjustment amount calculated under this Clause.

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**7 Foreign Investment Review Board ("FIRB") Approval**

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- 7.1 In respect to the Foreign Acquisitions and Takeovers Act 1975 (the FIRB Act), the Purchaser warrants that: -
- 7.1.1 The purchaser is not subject to the said FIRB Act, or;
- 7.1.2 Should the purchaser be subject to the said FIRB Act then in entering into this Contract the purchaser warrants that it has received the Approval from the Foreign Investment Review Board is not in breach of the said FIRB Act and will provide evidence of the Approval within seven (7) days of the contract exchange date;
- 7.1.3 In the event the purchaser is in breach of this special condition or the Foreign Acquisitions and Takeovers Act 1975, then the purchaser must pay the vendor damages including any penalty, fine, legal costs or other sum of money in connection with any legal proceedings instituted against the vendor by a Government Agency in consequence of the purchaser's breach and indemnifies and forever holds the vendor indemnified for loss suffered by the vendor by reason of a breach of this warranty. This clause shall not merge upon completion.
- 7.1.4 On the date of this contract or before the expiration of Seven (7) days from the date of this contract the purchaser (whether or not it is a "foreign interest" within the meaning of the Foreign Acquisitions and Takeovers Act, 1975) will deliver to the vendor's solicitors a copy of the Purchaser Information Form completed in all relevant respect and containing the information specified in the form.
- 7.2 The Vendor discloses to the Purchaser that at the date of this Contract it does not have the approval of the Treasurer to sell Lots to Foreign Interests.

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**8 Drainage Diagram and Building over Sewer**

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The Purchaser acknowledges that at the date of this contract an accurate diagram for the land from Water Board may not be available. The vendor does not warrant that the documents or copies of documents attached to this contract are complete. The Vendor warrants that all water, sewerage and drainage work including the positioning and location of the sewer main has been or will be carried out at all times with the approval of the Water Board including the requirement of any easement that may need to be granted, and the Purchaser acknowledges that it is not entitled to rescind, terminate or delay completion and shall make no objection, requisition or claim in respect of the installation or location of such water or sewerage and whether the property is to be constructed wholly or partly over the sewer and/or stormwater channel of the Water Board.

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**9 Payment of Deposit**

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9.1 If the Deposit is less than 10%

The Vendor may (in its absolute discretion) agree to accept a lesser deposit than 10% on exchange of Contracts. Notwithstanding that, for the purposes of clause 2 the deposit payable under this Contract shall be 10% of the purchase price and any balance is payable forthwith by the Purchaser upon the happening of any event which entitles the Vendor to forfeit the deposit paid and claim further relief under clause 9. If that occurs the Vendor shall, in addition, be entitled to sue the Purchaser for any unpaid balance of deposit and recover it as a liquidated debt.

9.2 Deposit Bond

If the Vendor agrees to accept payment of part or all of the deposit by way of a deposit bond then:

- (a) "Bond" means a deposit bond provided by any institution agreed to by the vendor and issued to the vendor at the request of the purchaser in an amount and form approved by the vendor.
- (b) To the extent of the amount guaranteed under the Bond the vendor will accept delivery of the Bond to his solicitor or the stakeholder as payment of the deposit.
- (c) The amount guaranteed under the Bond must be paid by the Purchaser to the Vendor as part of the price on completion. The vendor must return the Bond to the purchaser on or immediately following completion.
- (d) If the Vendor becomes entitled to the amount guaranteed under the Bond then the Purchaser remains liable to pay that amount to the Vendor to the extent that there is any failure by the vendor to obtain payment under the Bond, whether or not the vendor has attempted to obtain such payment.
- (e) The Bond must not have an expiry date.

#### 9.3 Payment of deposit

If the Purchaser gives the vendor a Bond under clause 9.2, the purchaser must pay the Vendor by unendorsed bank cheque the amount for the deposit:

- (a) on completion; or
- (b) if the vendor serves notice claiming forfeiture of the deposit within five (5) days after service of that notice.

#### 9.4 Non-compliance by purchaser

If the Purchaser does not comply with clause 9.3, the vendor may call on the Bond for an amount equal to the lesser of the amount stipulated in the Bond and the amount payable by the purchaser under clause 9.3.

#### 9.5 Replacement Bond if Registration Date extended

If the Purchaser provides a Bond under clause 9.1, and completion has not occurred 1 month before the expiry of the Bond then at least 14 days before the expiry of that Bond (time being of the essence) the purchaser must provide the vendor with a replacement Bond in identical terms and conditions to the Bond originally provided under this contract, except the expiry date must be no earlier than six (6) months after the then current sunset date. If the purchaser fails to comply with this clause, then the purchaser is immediately and without notice in breach of an essential term of this contract.

#### 9.6 Essential terms

The Purchaser's obligations under this clause 9 are essential.

#### 9.7 Investment of Deposit

If the Vendor wishes to invest the deposit in an interest banking account through the deposit holder, the interest earned on the deposit shall be shared equally between the purchaser and the vendor on Completion. If the Deposit holder is the vendor's solicitor, the vendor solicitor shall have the right to charge an administrative fee as consideration for its services of \$330.00 including GST for managing the investment of the deposit during the currency of the contract of sale such money to be paid on settlement. The Vendor and the Purchaser agree to give such directions (if required by the Deposit Holder) and to do all things as may be reasonably required by the deposit holder to give effect to the provisions of this clause.



9.8 Release

The parties forever release the Vendor's solicitor as deposit holder (if applicable) from any costs, loss or liability or damage arising in any way for or related to investment of the Deposit pursuant to this clause.

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**10 Purchaser's Acknowledgment**

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10.1 The Purchaser acknowledges that the Title to the Land and or the proposed lots may be affected or amended by anyone or more of the following:-

- 10.1.1 Redefinition of the boundaries of the Land and for consolidation of the separate lots comprising the Land;
- 10.1.2 Road re-alignment or dedication;
- 10.1.3 Leases, easements or dedications relating to the provision of electricity substations;
- 10.1.4 Variation of the proposed boundaries between the lots and between lots and common property other than the lot hereby sold including those resulting from relocation of the external walls of the proposed improvements;
- 10.1.5 Alteration to the lot numbers (and number of lots) including car space numbers and position of car spaces;
- 10.1.6 The car spaces and/or utility lots being subject to the provisions of Section 39 of the Act;
- 10.1.7 The grant of rights of exclusive occupancy in respect of any part of the Common Property including rights created to own or occupy the roof of the Building and operate facilities on or servicing the roof of the Building including cabling incidental to any such facilities;
- 10.1.8 Covenants, easements, dedications or restrictions as to user as reasonably required by the vendor or Council or other Governmental Agency;
- 10.1.9 Such variation to landscaping as approved/required by Council;
- 10.1.10 The location of vents and/or ducts;
- 10.1.11 If required by Council removal from any allotment (including the Property) of any storeroom referred to in the Strata Plan and the passing by the Owner's Corporation of a By-Law by which exclusive use of such storeroom is granted in favour of the proprietor of the relevant allotment.
- 10.1.12 The creation of Management Statement for the Building.

10.2 If the Strata Plan as registered is affected or amended only as contemplated in this clause then the Strata Plan will be deemed to be substantially in form annexed hereto for the purposes of special condition 1 of this Contract.

10.3 Unless any changes substantially and detrimentally affect the Property, the Purchaser must not make a claim or requisition or rescind or terminate in respect of any changes to the Plan.

10.4 As at the date of this Contract, not all by-laws being required for the good and proper management of the Strata Scheme have been identified by the Vendor; and/or the Vendor may be required to create various by-laws to comply with the requirements of the council, the Land Registry Services or other statutory authorities, the Purchaser may not make any claim, or requisition, delay Completion, rescind or terminate in relation to anything contained in or referred to in this clause.

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**11 Purchaser's Caveat**


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11.1 The Purchaser undertakes not to lodge or permit to remain at the Land Titles Office any caveat in respect of the purchaser's interest under this Contract until the Strata Plan has been registered at the Land Titles Office. Thereafter the purchaser may lodge a caveat to protect the purchaser's interest hereunder provided that the caveat shall specify the lot number of the Property.

11.2 The Purchaser agrees that such a document shall be drawn so as to not be capable of preventing the registered proprietor from:-

- 11.2.1 Lodging and registered any Plan, dealing or instrument including a Strata Plan or a Plan of Strata Subdivision in respect of the land; and/or;
- 11.2.2 Discharging any mortgage from time to time registered on the land and/or;
- 11.2.3 Mortgaging the land and/or;
- 11.2.4 Transferring or dedicating any part of the land to any public authority or creating any restriction or easement affecting that Property; and/or;
- 11.2.5 Registering the Surrender of any Lease registered on the land.

11.3 The Purchaser:

11.3.1 acknowledges delay in lodging a document or dealing for registration as contemplated by this Contract as a result of a caveat by the Purchaser may result in substantial loss to the Vendor; and

11.3.2 agrees to indemnify the Vendor and keep the Vendor indemnified for all costs, expenses and losses incurred by the Vendor as a result of the Purchaser not complying with its obligations under this Clause.

11.3.3 the Purchaser irrevocably appoints the vendor and each person nominated by the vendor as the purchaser's attorney to withdraw any caveat lodged on the title to any part of the Land or the Property in contravention of Clause 11.1 and any costs incurred by the vendor pursuant to this clause shall be borne by the purchaser with such costs to be paid to the vendor on the completion date.

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**12 Warranties and Guarantees – Fixtures, Fittings and Inclusions**


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12.1 The Vendor shall on completion leave in the Property all warranties and guarantees in respect of the fixtures, fittings or inclusions that have been installed in the property and all written warranties, instruction books or manuals in respect thereof.

12.2 The Vendor will not give the purchaser any manuals, instruction booklets, warranties, guarantees and other similar documents which relate to the equipment, furnishings and chattels which are situated at or form part of the Common Property. The vendor shall give such documents to the Owners Corporation.

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**13 Existing Services**


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13.1 The Purchaser shall take title subject to existing water, sewerage, drainage, gas, electricity and other installations and services and shall not make any objections, requisition or claim for compensation in respect thereof on the ground that any connection passes through any other property or that any connection to any other property passes through the land.

13.2 Should any water or sewerage main or any underground or surface stormwater pipe pass through over or under (or should any sewer manhole or vent be on) the land, the purchaser shall not make any objection thereto or make any requisition or claim any compensation in respect thereof.

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**14 Construction Amendments**


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- 14.1 Without being required to give any notice to the Purchaser the Vendor can make Construction Amendments.
- 14.2 Subject to clause 14.4 the Purchaser cannot make any Objection, rescind, terminate or refuse to complete this Contract in respect of any Construction Amendment.
- 14.3 The Vendor can at any time serve a notice on the Purchaser advising of a Construction Amendment.
- 14.4 If there are any Construction Amendments other than those referred to in the definition of Construction Amendments which would have a substantial detrimental effect on the Property and the Vendor:
- (i) serves a notice under Additional Clause 14.3, the Purchaser can rescind but only (despite clause 19.1.1) within seven (7) days of service of that notice and this time is of the essence; or
  - (ii) does not serve a notice under Additional Clause 14.3, the Purchaser can rescind but only (despite clause 19.1.1) within seven (7) days of the Vendor serving notice of registration of the Strata Plan and this time is of the essence.

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**15 Guarantee [if the Purchaser is a corporate entity]**


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- 15.1 If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) then each person who executes this contract on behalf of the corporation which includes the directors ("the Guarantors") will personally and unconditionally guarantee the due performance of the purchaser's obligations under this Contract and the due and punctual payment by the purchaser of the price and all other monies payable by the purchaser to the vendor under this Contract. The Guarantors will also be required to execute the Guarantee Schedule attached to the end of this Special Conditions.
- 15.2 The Guarantors hereby jointly and severally guarantee to the vendor the punctual payment to the vendor of all monies due hereunder and the punctual performance and observance by the Purchaser of the provisions contained in or implied under this contract on the part of the Purchaser to be respectively paid, observed and performed AND the Guarantors jointly and severally covenant and agree with the Vendor to be liable for and to indemnify and keep indemnified the Vendor from and against all actions, suits, claims, demands and losses which the vendor may incur or be liable for as a result of any default, act or remission on the part of the Purchaser under and pursuant to the provisions of this contract.
- 15.3 This Guarantee and indemnity is a continuing security and is not discharged by any one payment.
- 15.4 The Guarantor agrees to pay or reimburse the Vendor on demand for:
- (a) The Vendor's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including but not limited to, legal costs and expenses on a full indemnity basis; and
  - (b) all stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.

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**16 Home Building Act**


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- 16.1 The Vendor discloses and the Purchaser acknowledges that attached to this contract as annexure “ “ is a copy of the Certificate of Insurance under Section 96 of the Home Building Act 1989.
- 16.2 The Purchaser acknowledges that it has read and understands the Consumer Building Guide attached to the Contract of Sale.
- 16.3 The Purchaser cannot make any objection, requisition, claim, delay completion, terminate or rescind this Contract due to any matter or thing referred to or in connection with the attached Home Building Act Certificate.

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**17 Defects Warranty and Pre-settlement Inspection**


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- 17.1 Any defaults or faults due to faulty materials or workmanship which may appear in the property and notice of which are served on the Vendor immediately prior to the expiration of one (1) month (time being of the essence) after completion of this contract shall be amended and made good by the Vendor at the Vendor's expense within a reasonable time after the expiration of such period with the exception of normal maintenance, normal wear and tear, minor shrinkage and minor settlement cracks. Should any disagreement arise in connection with any defects, the matter will be referred to a single arbitrator appointed by the Department of Fair Trading whose decision shall be conclusive and binding on the parties and costs to be borne equally between the parties. Before completion of the Contract, the Purchaser must not require the Vendor to make good defects or faults including any Major Defects, which may have appeared in the property before completion and shall not be entitled to delay completion, make a claim in respect of such minor defect or fault or retain or require to be held in trust any of the purchase price as a result of any such defects or faults.
- 17.2 The Purchaser must give the Vendor access to the Property at all reasonable times to allow it to make good any defect in the Property.
- 17.3 The Vendor shall not be required to make good or repair any items of equipment which are covered by a manufacturer's warranty, the benefit of which has been assigned to the purchaser by virtue of completion.
- 17.4 The Vendor and the Purchaser agree that clause 12.3 of the Printed Conditions does not apply, and the Purchaser would be entitled to make one (1) pre-settlement inspection of the property for the purpose of identifying any defects in the property.

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**18 Requisitions on Title**


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The Purchaser acknowledges that the only form of general requisition on title that the Purchaser shall be entitled to raise pursuant to Clause 5 of the Standard Contract shall be the standard requisitions on title as issued by the Law Society of New South Wales.

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**19. GST**


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- 19.1 The price includes GST (if any).
- 19.2 The purchaser and the vendor agree that the Vendor will apply the margin scheme to the supply of the land under this contract.
- 19.3 The purchaser acknowledges that the purchaser will not be entitled to claim any input tax credit in respect of the GST paid by the Vendor and no tax invoice is to be provided by the vendor on completion.

- 19.4 If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (for example, a party's obligation to pay another party's legal costs) on which that other party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).
- 19.5 the purchaser is not entitled to object or make a claim for compensation in relation to the method adopted by the vendor to calculate GST payable in respect of the supply under the contract.

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## **20 Cancelled Settlement**

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If the Purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$220.00 (inclusive of GST) for each instance is payable by the Purchaser which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the Vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

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## **21 Strata Schemes Management Act, 2015**

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The Vendor may make changes or alterations to the documents and plan referred or annexed to this contract necessitated by operation of the Act and regulations made pursuant to the Act. The Purchaser must not make any requisition or claim, delay completion or rescind or terminate this contract in relation to any of those changes or alterations.

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## **22 Service of Notices**

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### **22.1 Giving Notice**

A notice under this contract must be signed by or on behalf of the person giving it, addressed to the person to whom it is given and:

- a) Delivered to that person's address;
- b) Sent by pre-paid mail to that person's address; or
- c) Transmitted by facsimile to that person's address.

### **22.2 Delivery of notice**

A notice given to a person in accordance with this clause is given:

- a) If delivered to a person's address, on the day of delivery if a business day, otherwise on the next business day;
- b) If sent by pre-paid mail, 2 business days after posting; or
- c) If transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if the report states that transmission was completed before 5:00 pm on a business day, otherwise at 9:00 am on the next business day.

### **22.3 Address**

For the purposes of this contract, the address of a person is the address set out in this contract or another address of which that person from time to time notify to the other party.

### **22.4 Solicitor may give notice**

A solicitor or Conveyancer engaged by a party to this contract may give or receive notice on behalf of the party that has engaged the solicitor or Conveyancer.

### **22.5 Service of Notices - by electronic mail**

Further to the above, a document under or relating to this contract may be served by electronic mail (email), in which event is served by or on a party:

- (a) when it will be treated as received as received on the day of the sending the email unless:
  - (i) within 24 hours of that time the recipient informs the sender that transmission was received in an incomplete or illegible form; or
  - (i) the sender is notified by the mail delivery system that the email has not be delivered to the recipient.
- (b) where a solicitor for the party is named in the contract, if it is sent using the solicitor's email address stated in the contract or any other email address which that solicitor may be notified to the sender;
- (c) where there is no solicitor named in the contract in respect of a party, if it sent using the email address stated in the contract for that party (if any) or any other email address which that party may have notified to the sender; and
- (d) on the business day on which it is received unless it is received after 5:00pm in which case, it is taken to have been served on the commencement of the next business day.

For the avoidance of doubt any of the mode of service referred to in this clause is acceptable to both parties.

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**23 Service of Transfer**

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The Purchaser must serve the form of transfer within seven days of the date upon which the Vendor gives notice of registration of the Strata Plan. Should the Purchaser fail to serve the form of transfer in accordance with this special condition then the Purchaser shall pay a fee of \$110.00 to the Vendor's solicitor which amount is agreed to be liquidated damages Vendor incurred and otherwise arising from the failure of the Purchaser to comply with this clause.

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**24 Vendor Disclosures**

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The time for the commencement and completion of the development will be determined by the Vendor in its absolute discretion. The Vendor will use all reasonable endeavours as soon as practicable to complete the construction of the building in accordance with the development approval or any Section 96 variation consented to by Council.

24.1 The Vendor makes the following disclosures:

- 24.1.1 It proposes to develop the Development Site.
- 24.1.2 The number, size and configuration of the development lots may change from time to time;
- 24.1.3 Agreements with Service Providers for the provision of services for the Development Site may not have been concluded and disclosed at the date of the contract;
- 24.1.4 It may enter into arrangements with Service Providers which may result in easements, the creation of exclusive rights over the Common Property, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits. This may include the grants of rights and privileges to the Owner's Corporation or certain Lot owners.
- 24.1.5 It may procure the Owners Corporation (either before or after the registration of the Strata Plan) to enter into arrangements with service providers for the provision of services to the Strata Scheme.
- 24.1.5 Any subsequent amendments to the Draft Strata Plan or registered strata plan may be based on the Draft Strata Plan, but it may be necessary to make changes to meet requirements of



Council or authorities or to give effect to any consideration that the vendor considers reasonably necessary or desirable.

- 24.1.6 The position of Sydney Water sewer may not be shown on the sewerage service diagram or may differ from the proposed position in the documents attached to this contract (if any). The Vendor may encase and relay any existing sewer that crosses the land.
- 24.1.7 The rights of Endeavour Energy (or its successor) in respect of electricity substations on the Property may be granted by registering an easement or easements to Endeavour Energy or a lease or leases in favour of Endeavour Energy and on terms required by Endeavour Energy. To that end part of the Development site may be dedicated to Endeavour Energy.
- 24.1.8 The purchaser acknowledges that:
- (a) After the date of this contract the vendor may apply for further street addresses or a change in street address for the Property; and
  - (b) As at the date of this contract the vendor may not have obtained approval from the Council, Australia Post or any other relevant authority as to the address of the Land or the Property.
  - (c) The vendor may at any time change the name of the Building to any other name and if such name is changed by the vendor and notified to the purchaser it will be deemed changed throughout the Contract.
- 24.1.9 The Vendor discloses the following about the Strata Plan:
- (a) the Strata Plan attached to this contract is in draft form only;
  - (b) prior to registration, the unit entitlements on the Strata Plan attached to this contract may change, and if they do, the Vendor warrants the amended unit entitlement of each lot will reflect the respective values of the Lots in accordance with the Strata Titles Legislation.

## 24.2 Variations

- 24.2.1 Without being required to give any notice to the Purchaser, the Vendor can in its absolute discretion make the following construction variations:
- (a) Changes to the exterior of the building
  - (b) Changes to substitute materials in the Building to a material of at least equivalent quality if those materials are difficult to obtain;
  - (c) Changes to enable the provision of services within the Building;
  - (d) Changes to meet or, as a consequence of meeting, the requirements of any Authority;
  - (e) Changes to enable the proper construction of the Building;
  - (g) Relocation of columns;
  - (h) Changes to floor area or ceiling height of the Apartment

### 24.2.2 Air-conditioning

- (a) This clause shall only apply if the Scheme of Finishes shows that the Property will be air-conditioned or if the Vendor agrees in writing that the property will be air-conditioned.
- (b) The Vendor may at its sole and absolute discretion determine the location of the air-conditioning plant, any related or ancillary equipment or a combination of both servicing the property.

## 24.3 Car Spaces and Storage

- 24.3.1 The Vendor has determined the location of the car space(s) and Storage Space comprising the Property
- 24.3.2 The Vendor may in its absolute discretion change the location and height of the car space(s) and storage space (if applicable) prior to Registration of the Strata Plan.

- 24.3.3 The Purchaser cannot make any objection, requisition, claim or rescind, terminate or attempt to rescind, terminate or refuse to complete this contract;
- (a) Because of the location of the car space(s) or storage space (if applicable);
  - (b) If on registration of the Strata Plan the car space(s) / storage space (if applicable) and the unit are comprised in one lot rather than being two separate lots; or
  - (c) If the Property comprises more than one car space or storage space (if applicable), those car spaces and storage spaces (if applicable) are all comprised in one lot or are tandem car spaces.

24.4 Purchaser's acknowledgments with respect to Vendor's Disclosures

The Purchaser must accept the car space/s and storage area/s (if any) allocated to the Purchaser by the Vendor. The Purchaser represents and warrants that the Purchaser will not make any submission, objection, claim, commence proceedings in relation to any development application by the Vendor for the Development or any matter disclosed in Special Condition 24 or do anything or omit to do anything which may obstruct, delay or prevent the Vendor completing the Development, the Development Activities or undertaking selling and leasing activities in the Development.

24.5 Unit Entitlement

If at the time of the exchange of Contracts, the unit entitlements are not disclosed

24.5.1 The Purchaser acknowledges that the Vendor has not, as at the date of this Contract, allocated the unit entitlement to the property.

24.5.2 The Vendor proposes to allocate the unit entitlement to the Property prior to the registration of the Subdivision Plan.

24.5.3 The Purchaser may not make any claims, requisition or objection with respect to the Vendor's allocation of the unit entitlement to the Property.

24.5.4 The Purchaser shall not have the right to rescind or terminate the contract of sale as a result of any reason associated with the schedule of unit entitlements including but not limited changes to unit entitlements or the non-inclusion of any unit entitlements at the time of exchange of contracts. This is an essential condition of this contract of sale.

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**25 Amendments to Standard Printed Form Contract**

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The Printed clauses of this Contract are amended as follows:

- (a) **Printed Conditions** means the 2018 edition of the standard contract for the sale and purchase of land in New South Wales.
- (b) Printed Condition 3 is deleted.
- (c) Printed Condition 4.1 - Delete and replace with:

"the Purchaser must serve the form of the transfer within 7 days after the date on which the Vendor serves notice of the registration of the plan of strata subdivision"

- (d) Printed Condition 5.1 is deleted.
- (e) Printed Condition 7 is amended as follows:
  - (i) Printed Conditions 7.1.1 and 7.1.3 is deleted:
  - (ii) The following new printed Condition 7.1.3 is substituted:
 

"7.1.3 The purchaser does not serve notice waiving the claims by the date for completion or the date occurring 10 Business Days after service of the claim (whichever is the earlier); and"
  - (iii) By replacing the words "before completion" in the first paragraph with the words "within 28 days after the date of this Contract"
  - (iv) Printed Conditions 7.2.1, 7.2.2 and 7.2.5 are deleted, and "1 month" and "3 months" are replaced with "one week" and "2 weeks" in Printed Conditions 7.2.3 and 7.2.6 respectively.
  - (v) Clause 7.2.6: by adding at the end of the sentence the words "and the amount held and all net interest must be paid to the Vendor."
- (f) Printed Conditions 8.1.1 and 8.1.2 are deleted and the following new Printed Conditions substituted:

8.1.1 The vendor is 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".

- (g) Printed Condition 8.2 is deleted.
- (h) Printed Condition 10 is amended as follows:
  - (i) Clause 10.1 by deleting the first line and replacing with "The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of".
  - (ii) Clause 10.1.8: by replacing the word "substance" with the word "existence".
  - (iii) Clause 10.1.9: by replacing the word "substance" with the word "existence".
- (i) Printed Condition 10.2, add the words ", improvements or finishes" after "inclusions".
- (j) Printed Condition 12: after the word "tenant" insert the words "or builder".
- (k) Printed Condition Clause 14.4.2 is amended by deleting it entirely and replacing with: "by adjusting the actual land tax assessed for the subject property for the year in which this contract is completed, or, if no separate assessment is available, by calculating its separate taxable value on a proportional area basis." For the avoidance of doubt, Land Tax is payable and is to be adjusted on the actual amount assessed against the property irrespective of any other terms and conditions in this Contract (even if the Land Tax adjustment is not crossed on the front page of contract).
- (l) Printed Condition 14.8 is deleted.
- (m) Printed Condition 16.5, the words "plus another 20% of that fee" are deleted.
- (n) Printed Condition 16.8 is deleted.
- (o) Printed Condition 19.1.2 is deleted and the following new Printed Conditions 19.1.2 and 19.1.3 are substituted:
  - "19.1.2 Only if the party provides notice of intention to rescind, being a notice that specifies the event that the party alleges then entitles it to rescind; and
  - 19.1.3 if, within 14 days after service of the notice under Printed Condition 19.1.2, there is no agreements between parties as to what action (other than rescission) should be taken in relation to the event specified in the notice."
- (p) Printed Condition 19.2.3 is deleted.
- (q) Printed Condition 20.6, the following new Printed Condition is inserted:
  - "20.6.8 Served on the next business day, where a document is served on a day that is not a business day".
- (r) Printed Condition 23.9 is deleted.
- (s) In Printed Condition 23.13 and 23.14, delete "7 days" and substitute "2 Business Days".
- (t) Printed Conditions 23.17 and 24-29 are deleted.

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## **26 Assignment**

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The Vendor discloses and the Purchaser is aware that the Vendor may assign or novate the Vendor's interest in this contract and if the Vendor does so the Purchaser must not claim in connection with such assignment or novation. The purchaser agrees that he will, at the purchaser's own cost, enter into any deed, contract or any other document reasonably required by the new owner of the Site in relation to the novation of this Contract to the new owner.

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## **27 Schedule of Finishes and Promotional Material**

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### **Schedule of Finishes**

- 27.1 The Vendor may, without notifying the Purchaser, substitute in the Property another item or finish of similar or equivalent quality for any item or finish in the Schedule of Finishes
- 27.2 The Purchaser must not make a claim, or objection or refuse to complete because the Vendor makes a substitution pursuant to this Clause.
- 27.3 The Purchaser acknowledges and agrees that where natural materials, reconstituted materials or tiles are used for floor coverings, wall coverings or counter tops, the normal use of those materials may result in changes in the colour, appearance or finish of these materials. Any such change is not a defect or fault and the Purchaser will have no claim against the Vendor in that respect.

- 27.4 The Vendor is not required to make alteration to the Works or Schedule of Finishes and Fixtures that may be requested by the Purchaser. Any alteration that the Vendor agrees to make will be to the cost of the Purchaser and will be payable by the Purchaser to the Vendor on presentation of invoice or on Completion of this Contract. The Purchasers will be in breach of this Contract if any additional money payable to the Vendor for additional works has not been paid on or by Completion date.
- 27.5 The Vendor is not responsible for any damage to any part of the Property of anything within the Property where fittings or appliances are installed by tradesmen engaged by or on behalf of the Purchaser or where fixtures and fittings are not maintained in accordance with the practices or products recommended by the manufacturer.
- 27.6 the Vendor in its absolute discretion may change the external colours of the Building. The purchaser cannot terminate or rescind the contract or make any objection, requisition or claim because of the changes to the external colours of the Building.

#### **Promotional Material**

- 27.7 The Purchaser acknowledges that any plans or promotional material which the Purchaser may receive from any person in respect of the development will not form part of this contract and the Purchaser will not be entitled to make any claim, objection or requisition or rescind or terminate or delay completion in respect to any matter arising from such material.
- 27.8 The Vendor does not warrant the accuracy or correctness of any information or material or disclosure made in the Marketing Material and the purchaser warrants that it has not relied upon such Marketing Material in entering into this Contract.
- 27.9 The Vendor discloses and the purchaser acknowledges that there may be discrepancies between the Marketing Materials and this contract with respect to the Property (including without limitation with respect to the area of the Property, its configuration and the Draft Strata Plan) in which case the disclosures in this Contract apply.
- 27.10 The Purchaser agrees that the warranties and acknowledgements in this clause are fundamental terms of the Contract, as the vendor wishes to confirm that none of its employees or agents have made any statements, representations, promises or warranties or given any drawings, plans or Marketing Material which may be unauthorised, incorrect, misleading, deceptive, or not based on reasonable grounds.
- 27.11 The Purchaser acknowledges that subject to section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2010, the Vendor does not give any assurance as to the accuracy, currency or completeness of any attachment to this Contract.

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## **28 Miscellaneous Provisions**

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### **28.1 Purchaser as Trustee**

If the Purchaser enters into this Contract as a trustee, the Purchaser:

- (1) Is bound by this Contract both as trustee and in its personal capacity
- (2) Must take steps to ensure the assets of the trust are available to remedy or meet a Claim regarding any breach by the purchaser under this Contract
- (3) Must if the Vendor demands it, assign to the Vendor the Purchaser's rights of indemnity as against the assets of the trust.
- (4) Warrants that:
  - (a) it has the power and authority to enter into this Contract and bind the trust; and
  - (b) entry into this Contract is due administration of the trust; and
- (5) Must provide a copy of the trust instrument to the Vendor within 5 business days of request.

## 28.2 Vendor as Trustee

If the Vendor enters into this Contract as a trustee, the following conditions shall apply:

- (1) The Vendor enters into this contract in its capacity as trustee of a trust only and in no other capacity. A liability arising under or in connection with this contract can be enforced against the Vendor or only to the extent to which it can be satisfied out of property of the trust out of which the vendor is actually indemnified for the liability. This limitation of Vendor's liability applies despite any other provision of this contract and extends to all liability and obligations of the Vendor or in any way connected with any representation, warranty, conduct, or mission, agreements or transaction related to this contract.
- (2) The parties other than the Vendor may not sue the Vendor personally or seek the appointment of a liquidator, administrator, receiver or similar person to the vendor or prove in any liquidation Administration or arrangement affecting the Vendor.
- (3) The provisions of this clause do not apply to the obligation or liability of the Vendor to the extent that it is not satisfied because under the trust deed establishing the trust or by operation of law there is a reduction in the extent of the Vendor's indemnification out of the assets of the trust, as a result of the vendor's fraud, negligence or breach of trust
- (4) this clause does not merge on completion
- (5) the Purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect of the subject matter or determination referred to in this clause.

## 28.3 Credit Code

The purchaser acknowledges that the Vendor has entered into this contract on the Purchaser's warranty that:

(a) the Purchaser does not require credit in order to pay for the Property; or

(b) if the Purchaser requires credit in order to pay for the Property, the Purchaser has obtained such credit on reasonable terms prior to the date of this contract.

The Purchaser shall not have any right to terminate this Contract by reason of any non-availability of credit as at the date of Completion of this Contract.

## 28.4 No Merger

Any provision of this contract capable of having effect after the Completion Date does not merge upon completion but continues in full force and effect.

## 28.5 Entire Agreement

The parties agree and declare that there are no conditions, warranties or other terms affecting the sale other than those embodied in this contract and the purchaser shall not be entitled to rely on any representation alleged to have been made by the vendor except such as are made conditions of this contract.

## 28.6 Purchaser not to purchase multiple lots

The Purchaser must disclose to the Vendor if the purchaser or a related person of the purchaser (as defined in the Duties Act 1997 (NSW)) has previously purchased or will purchase any other lot in the Strata Scheme.

## 28.7 Depreciation Schedule

The Purchaser acknowledges that the Vendor does not have any obligation to provide a depreciation schedule which complies as at the date of completion with the then current requirements of the Australian Taxation Office and the provisions of the Income Tax Assessment Act.

## 28.8 Replacement/Additional Documents

At any time, before the Vendor serves notice that the Strata Plan is registered, the Vendor may serve notice that the Vendor intends to replace or insert a document to this Contract ("replacement/additional document"). The Vendor must send a copy of the replacement/additional document to the Purchaser. On and from the date of the notice of the replacement/additional document, the replacement/additional document is taken to be substituted/added to this Contract as if it were included at the date of the Contract.

**28.9 Statutory Warranty**

- (a) Within seven (7) days of the Purchaser discovering a breach of the Conveyancing Regulation, the Purchaser must notify the Vendor in writing of the breach.
- (b) If the Vendor discovers or is advised by the Purchaser of a breach of the Conveyancing Regulation, the Vendor may serve a notice on the Purchaser specifying the breach and indicating the Vendor intends to rescind this Contract if the Purchaser does not waive its rights in relation to a breach within seven (7) days after the date of service of the Vendor's notice.
- (c) If the Purchaser does not serve a notice on the Vendor waiving the breach within the time required by the Vendor's notice, the Vendor can rescind this Contract.

**28.10 Address of the Property**

- (a) Once the Vendor makes an application the Council to subdivide the Development Site, the Council will allocate a street address or addresses to the various parts of the Development Site.
- (b) The Purchaser acknowledges that on completion the street address for the property may differ from the street address shown on the contract.
- (c) The Purchaser shall not be entitled to and must not make any Claim or requisitions, delay completion, rescind or terminate the contract.

**28.11 Compulsory Acquisition**

If the Vendor received a notice of intention to compulsorily acquire the whole or part of the Development Site and the Vendor determined in its sole and absolute discretion that as a result of that compulsory acquisition it is unable to proceed with the development of the Building then the Vendor may rescind this contract by writing in notice to the Purchaser whereupon the provisions of clause 19 shall apply.

**28.12 Personal Property Securities Act (PPSR)**

- (a) The Vendor discloses and the Purchaser acknowledges that on completion the Vendor may be subject to charges or notifications under the *Personal Property Securities Act 2009* (Cth).
- (b) The Purchaser cannot require the vendor to take any action in relation to such charges or notification.

**28.14 Change of Solicitor**

Notwithstanding any other provision of this Contract, in the event the Purchaser changes its legal representative prior to completion and without providing written notice to the Vendor, or the Vendor's solicitor, then in that event, the legal representative lastly acting for the Purchaser shall be deemed to remain as the legal representative acting for the Purchaser until such time as the Vendor receives a notice by the Purchaser advising of the change of its legal representative.



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**29. Section 47 Land Tax certificate**

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The Vendor warrants and the Purchaser acknowledges that the Vendor will provide section 47 Land Tax Certificate, in accordance to the provisions of the *Conveyancing (Sale of Land) Regulation 2010* as amended, to the Purchaser not later than 3 days prior to Settlement/completion of this Contract. The Vendor further warrants and the Purchaser acknowledges the Vendor will attend to payment, if applicable, to clear such certificate on Settlement/Completion of this Contract, and the Purchaser cannot make a claim or requisition or rescind, delay settlement or terminate in regard to this clause.

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**30. Access Before Completion**

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- (i) The Purchaser acknowledges that before completion in the building may be a building site and that the permission of the builder would be required for any access.
- (ii) The Purchaser is not allowed access to the property or the building before completion except in accordance with clause 12 of the printed conditions (and then only after the vendor gives written notice of registration of the plan of strata subdivision) and with the written permission of the vendor.

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**31. Position of Sydney Water's Supply and Electricity Substation**

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- (i) The vendor discloses that the position of the sewer on the Development Site at the time of completion may not be as shown in the sewerage diagram, a copy of which is attached to this contract. If this is the case, then the Vendor is not sure what the exact position of Sydney Water's sewer on the Development Site will be at the time of Completion.
- (ii) The Vendor discloses and the purchaser acknowledges that a Service Provider providing energy may require the Vendor to provide an electricity substation in any location on the Development Site and the land on which the substation is located may be dedicated or leased to, encumbered by easement in favour of the Service Provider by the vendor, The Owner's Corporation or one or more of the owners of the lots in the Strata Scheme.
- (iii) The purchaser shall not be entitled to make any objection, requisition, claim, withhold purchase money or delay completion of or rescind or terminate this contract as a result of, or in relation to or arising out of the Disclosures in this clause 31.

**Guarantee Schedule – If a Purchaser is a corporation, then the Directors of such corporation must insert their names, details and sign as Guarantors**

**Guarantors:**

1. Full Name:  
Address:  
Occupation:

2. Full Name:  
Address:  
Occupation:

IN WITNESS whereof of the said Guarantors have hereunto set their hand and seal the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signed Sealed and Delivered ]  
By the Said ]  
In the presence of ]

.....  
[Guarantor Signature]

.....  
[Witness]

Signed Sealed and Delivered ]  
By the Said ]  
In the presence of ]

.....  
[Guarantor Signature]

.....  
[Witness]

**FILE NUMBER & FIRB NOTIFICATION FORM**

	PURCHASER 1	PURCHASER 2
<b>Name</b>		
<b>Tax File Number</b>		
<b>Nationality of purchaser (if not Australian citizen)</b>		
<b>Residential status</b>	<i>Tick applicable residential status below</i>	
1. Australian citizen		
2. Australian citizen with a foreign spouse purchasing as joint tenants		
3. An Australian permanent resident who has been a resident in Australia for 200 days of the last year		
4. An Australian permanent resident who has not been residing in Australia for 200 days of the last year		
5. An Australian temporary resident		
6. A foreign national who has no residency status in Australia (including persons who are in Australia on visitor's visas)		
7. A corporation or trust where no single foreign person (together with their associates) has 15% or more ownership of the corporation/trust	(if selected, provide details below)	
8. A corporation or trust where a single foreign person (together with their associates) has 15% or more ownership of the corporation/trust	(if selected, provide details below)	
9. A corporation or trust where multiple foreign interests hold more than 40% ownership of the corporation/trust	(if selected, provide details below)	
	If 7, 8, or 9 are applicable, the names of all directors, major/ultimate shareholders must be supplied below:	
<b>Is the property being purchased by a trustee of a trust?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, specify names and nationality of beneficial owners:	

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 1/119507  
-----

SEARCH DATE	TIME	EDITION NO	DATE
27/2/2019	4:07 PM	2	10/4/2017

LAND  
-----

LOT 1 IN DEPOSITED PLAN 119507  
AT GIRRAWEEEN  
LOCAL GOVERNMENT AREA CUMBERLAND  
PARISH OF PROSPECT COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP119507

FIRST SCHEDULE  
-----

MPT PROPERTY GROUP PTY LTD (T AM294722)

SECOND SCHEDULE (2 NOTIFICATIONS)  
-----

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)  
2 A859770 COVENANT

NOTATIONS  
-----

UNREGISTERED DEALINGS: PP DP1235403 PP SP96279.

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

PLAN OF PART OF LOT 18 IN D.P. 8768  
BEING THE LAND IN VOL.7232 FOL.162

D. P. 119507 (E)

Registered: 13.3.1989 *ms*

C.A.: \_\_\_\_\_

Title System: TORRENS

Purpose: DEPARTMENTAL

Ref. Map: U9152 -21#

Last Plan: D.P. 8768

Mun./Shire/City HOLROYD

Town or Locality TOONGABBIE

Parish PROSPECT

County CUMBERLAND

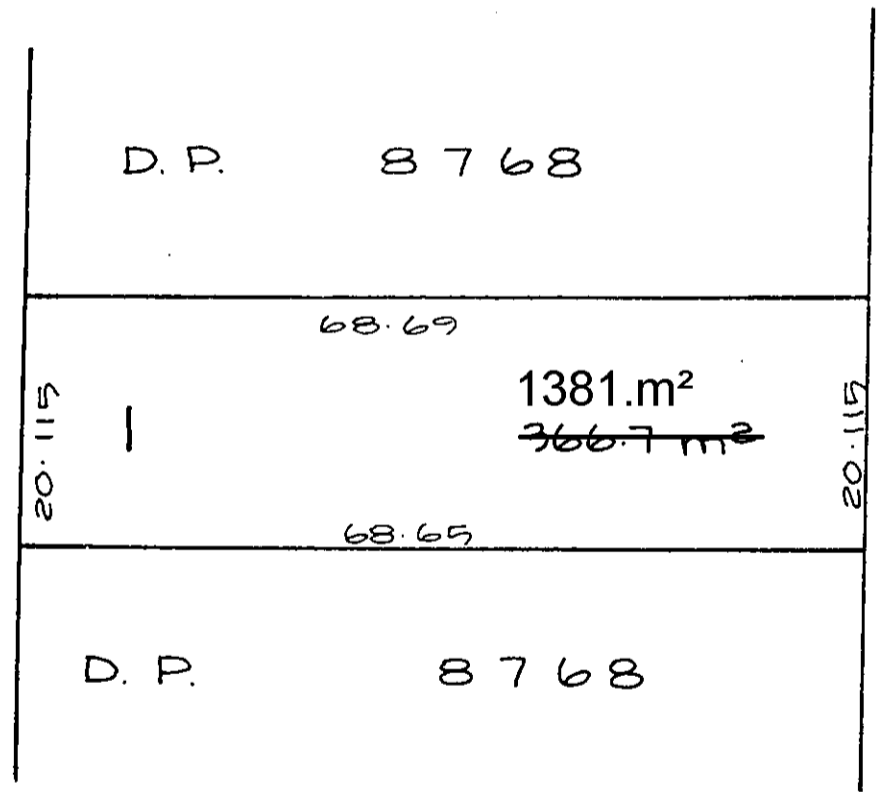
Reduction Ratio 1:

Lengths are in metres

N 0 0 1 D 1 B

TARGO ROAD

GREAT WESTERN RAILWAY



Ref: lnrml06 / Src: P

Transfer.....  
Endorsement.....  
Certificate.....

MEMORANDUM OF TRANSFER



A859770D

REAL PROPERTY ACT, 1919  
13922A 13922A



A859770

a Name, residence, occupation, or other designation, in full of transferrer.

I, GREENACRE PARK LIMITED

A859770

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

being registered as the proprietor of an Estate in fee simple<sup>b</sup> in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,<sup>c</sup> in consideration of

c All subsisting encumbrances must be noted hereon. (See page 2.)

POUNDS TWO SHILLINGS (£ 89/2/- )

d If the consideration be not pecuniary, state its nature concisely.

it

e Name, residence, occupation, or other designation, in full of transferee.

paid to me by WILLIAM LAWSON LUCAS of Campbelltown, Public School Teacher,

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof is hereby acknowledged,

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

do hereby transfer to the said WILLIAM LAWSON LUCAS

g Area in acres, rods, or perches.

its ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containings

h Parish or town and county.

situate in the Parish of Prospect, County of Cumberland

i "The whole" or "part," as the case may be.

being part of the land comprised in Certificate of Title

j "Crown grant," or "Certificate of Title."

k Strike out if not appropriate.

dated 5th September 1917 registered volume No. 2785 folio 224 and being Lots eighteen (18) and nineteen (19) of Toongabbie Park Estate as shown on Deposited Plan No. 8768.

And also in the pieces of land as follows:

These references will suffice, if the whole land in the grant or certificate be transferred.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix: "as delineated in the plan hereon [or annexed hereto]" or "described as follows, viz.:"

AND the said William Lawson Lucas do hereby for himself his executors, administrators and assigns and so as to bind not only himself his executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than

AND that on the erection of any such building, the said land shall be fenced, and that no advertisement hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND DECLARED that:-

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 8768 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenants is the land described herein.
- (c) The above covenants or any of them may be released, varied or modified with the consent of the said Company, its successors or assigns.

[Rule up all blanks before signing.]

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no additions are possible. No alteration 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.

Handwritten notes and signatures at the bottom right corner.



Ref:lnrmle06 /Src:P <sup>Page 1.</sup>  
A very short note of the particulars will suffice.

~~[Rule up all blanks before signing.]~~

THE COMMON SEAL of GREENACRE PARK )  
LIMITED was hereto affixed by )  
JAMES BENNETT RICKARD this *twentieth* )  
day of September 1922 in the pres- )  
ence of:



*Leah Rowe*

*J.B. Rickard*

m If this instrument be 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 Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferrer or Transferree 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."

~~In witness whereof, I have hereunto subscribed my name, at~~  
the \_\_\_\_\_ day of \_\_\_\_\_ in the year  
of our Lord one thousand nine hundred and \_\_\_\_\_

Signed in my presence by the said

.....  
WHO IS PERSONALLY KNOWN TO ME

.....  
Transferrer.\*

Signed

n Repeat attestation for additional parties if required.

\* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

correct for the purposes of the Real Property Act.

o For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

WILLIAM LAWSON LUCAS  
WHO IS PERSONALLY KNOWN TO ME

*Geo. G. Rowe*

Clerk to  
Campbell & Rowe,  
Solicitors, Sydney.

*William L. Lucas*  
Transferree.

(\*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)  
N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

*file*

FORM OF DECLARATION BY ATTESTING WITNESS.

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

q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.  
r Name of witness and residence.  
s Name of Transferrer.  
t Name of Transferrer.  
u Registrar-General, Deputy, Notary-Public, J.P., or Commissioner for Affidavits.

Memorandum of Transfer of

Lodged by

(Name)..... **C. BELL & ROWE,**

(Address)..... **84 Pitt Street, Sydney.**

*Books 18 and 19 in bP 8768*  
*Property to be transferred*  
*Property and Shorwood*  
*(Subject to covenant)*

Transferor.

*William Lawson Lucas*

Transferree.

**A 859770**

Particulars entered in the Register Book, Vol.

**CHECK SLIP**

*2785 Folio 224*

the *7th* day of *October*, 19*22*,  
 at \_\_\_\_\_ minutes *12* o'clock  
 in the \_\_\_\_\_ noon.

*W. Williams*



Registrar

	DATE.	INITIAL
SENT TO SURVEY BRANCH	<i>25/9/22</i>	<i>W.L.</i>
RECEIVED FROM RECORDS	<i>25 SEP 22</i>	<i>W.L.</i>
DRAFT WRITTEN	<i>27.9.22</i>	<i>W.L.</i>
DRAFT EXAMINED	<i>28</i>	<i>W.L.</i>
DIAGRAM COMPLETE	<i>3 10. 22</i>	<i>S.K.</i>
DIAGRAM EXAMINED	<i>6 10 22</i>	<i>W.L.</i>
DRAFT FORWARDED	<i>6 10 22</i>	<i>W.L.</i>
RETD. TO RECORDS		
{ REQUISITN.		
{ REGISTR.		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
CAPT. OF ENGROSSERS	<i>10 OCT 1922</i>	<i>W.L.</i>
DEP. REGISTRAR GENERAL		

**3373 FOL 165**

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:--

No Transfer can be registered until the fees are paid.  
 If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.  
 Tenants in common must receive separate Certificates. 20s. will be required for such additional Certificate.  
 The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferree or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.  
 The Transfer is complete from the moment it is recorded.  
 Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.



CUMBERLAND  
COUNCIL

RM Legal Sydney Pty Ltd  
4 Albion Street  
Harris Park NSW 2150

Certificate No: 455/ 2019  
Date: 27/02/2019  
Applicant Reference: AM:Rimac  
Receipt Number:

## PLANNING CERTIFICATE

Issued under Section 10.7 (2) of the  
*Environmental Planning and Assessment Act 1979*

---

### PROPERTY DETAILS

**Property:** 215 Targo Road GIRRAWEE NSW 2145

**Legal Description:** Lot: 1 DP: 119507

**Parcel No:** 24128

**Owner(s) Name (as recorded by Council):**

MPT Property Group Pty Ltd  
3 Albion Street  
HARRIS PARK NSW 2150

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

Note: The information contained in Planning Certificates issued for a lot within Strata-Titled development relates to the land the development is situated on.

## INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT

As at the date of this Certificate the subjectland is land to which an Environmental Planning Instrument applies. Details are set out as follows:-

### 1. RELEVANT PLANNING INSTRUMENTS AND DCPS APPLYING TO THE LAND

#### **State Environmental Planning Policies (SEPPs):**

State Environmental Planning Policy No. 19 - Bushland in Urban Areas  
State Environmental Planning Policy No. 21 - Caravan Parks  
State Environmental Planning Policy No. 33 - Hazardous & Offensive Development  
State Environmental Planning Policy No. 55 - Remediation of Land  
State Environmental Planning Policy No. 64 - Advertising & Signage  
State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy (Affordable Rental Housing) 2009

#### **Deemed Statement Environmental Planning Policies**

Sydney Regional Environmental Plan No. 9 – Extractive Industry (No. 2 – 1995)  
SYDNEY REGIONAL ENVIRONMENTAL PLAN (SYDNEY HARBOUR CATCHMENT) 2005 - 28/09/2005

#### **Proposed State Environmental Planning Policies (SEPPs)**

No proposed SEPPs apply to the land.

#### **Local Environmental Plans**

Holroyd Local Environmental Plan 2013

#### **Proposed Local Environmental Plans**

No Proposed Local Environmental Plans apply to the land.

#### **Development Control Plans**

Holroyd Development Control Plan 2013

### 2. Zoning and land uses under relevant LEPs:

1. ZONE

R3 Medium Density Residential

2. DEVELOPMENT PERMITTED WITHOUT CONSENT

Home occupations.

3. DEVELOPMENT PERMITTED ONLY WITH CONSENT

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing.

#### 4. PROHIBITED DEVELOPMENT

Any other development not specified in item 2 or 3.

Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed  
NO

Whether the land includes or comprises critical habitat  
NO

Whether the land is in a conservation area (however described)  
NO

Whether an item of environmental heritage (however described) is situated on the land  
NO

### 3. Complying Development under SEPP (Exempt and Complying Development Codes) 2008

#### **General Housing Code**

The extent to which complying development may or may not be carried out on this land under the General Housing Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land

#### **Rural Housing Code**

The extent to which complying development may or may not be carried out on this land under the Rural Housing Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land

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

The extent to which complying development may or may not be carried out on this land under the Commercial and Industrial (New Buildings and Additions) Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.



### **Housing Alterations Code**

The extent to which complying development may or may not be carried out on this land under the Housing Alterations Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.

### **General Development Code**

The extent to which complying development may or may not be carried out on this land under the General Development Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.

### **Commercial and Industrial Alterations Code**

The extent to which complying development may or may not be carried out on this land under the Commercial and Industrial Alterations Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.

### **Subdivisions Code**

The extent to which complying development may or may not be carried out on this land under the Subdivisions Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.

### **Demolition Code**

The extent to which complying development may or may not be carried out on this land under the Demolition Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.

### **Fire Safety Code**

The extent to which complying development may or may not be carried out on this land under the Fire Safety Code because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP:

Complying development may be carried out on the full extent of the land.

## **4. Coastal Protection**

Whether or not the land is affected by the operation of Section 38 or 39 of the *Coastal Protection Act 1979* but only to the extent that the Council has been so notified by the Department of Services Technology & Administration :

NO

**5. Mine Subsidence**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the *Mine Subsidence Compensation Act 1961*: NO

**6. Road widening & road realignment**

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

Division 2 of Part 3 of the Roads Act 1992 NO

Any Environmental Planning Instrument NO

Any resolution of Council NO

**7. Council and other Public Authority policies on hazard risk restrictions**

Whether or not the land is affected by a policy adopted by the Council or adopted by any other public authority and notified to the Council, which restricts the development of the land because of the likelihood of:

Bush fire: NO

Tidal Inundation: NO

Subsidence: NO

Acid Sulfate Soils: NO

Any other risk (other than flooding): Council has adopted a policy on contaminated land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of Council's adopted policy and the application of provisions under relevant State Legislation is warranted. Further information in relation to the land is contained in s10.7 (5).

**7A. Flood related development controls**

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

Whether or not development on the land or part of the land for any other purposes is subject to flood related development controls: YES

**8. Land reserved for acquisition**

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in item 1 makes provision in relation to the acquisition of the land by a public authority as referred to in section 3.15 of the *Environmental Planning & Assessment Act 1979*: NO

**9. Contributions Plans applying to the land**

Holroyd Section 7.11 Development Contributions Plan 2013

**9A. Biodiversity certified land**

NOT APPLICABLE

**10. Biobanking Agreements**

NOT APPLICABLE

**11. Bush fire prone land**

The land is NOT bush fire prone land as defined in the *Environmental Planning & Assessment Act 1979*.

**12. Property Vegetation Plans**

NOT APPLICABLE

**13. Orders Under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the Council has been notified of the order): NO

**14. Directions under Part 3A**

NOT APPLICABLE

**15. Site Compatibility Certificates and conditions for seniors housing**

There is no current Site Compatibility Certificate (of which Council is aware), issued under clause 25 of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land.

There are no terms of a kind referred to in clause 18 (2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

**16. Site Compatibility Certificates for infrastructure**

There is no valid Site Compatibility Certificate (of which Council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land.

**17. Site Compatibility Certificates and conditions for affordable rental housing**

There is no current Site Compatibility Certificate (Affordable Rental Housing), of which the Council is aware, in respect of proposed development on the land.

There are no terms of a kind referred to in clause 17 (1) or 38 (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. Matters arising under Section 59(2) of the Contaminated Land Management Act 1997**

No matters apply to the land to which the certificate relates.

**19. Site Verification Certificates**

Whether there is a current site verification certificate, of which the council is aware, in respect of the land: NO

**20. Loose-fill asbestos insulation**

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

Council is not aware of the land being affected.

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

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

(2) A statement of:

(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

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

(3) In this clause:

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

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

Council is not aware of the land being affected.

*Monica Cologna*

**HAMISH McNULTY  
GENERAL MANAGER**

**Per: Monica Cologna  
Manager – Strategic Planning - Planning**

# SEWERAGE SERVICE DIAGRAM

Municipality of *Halroyd*

No. *639743*

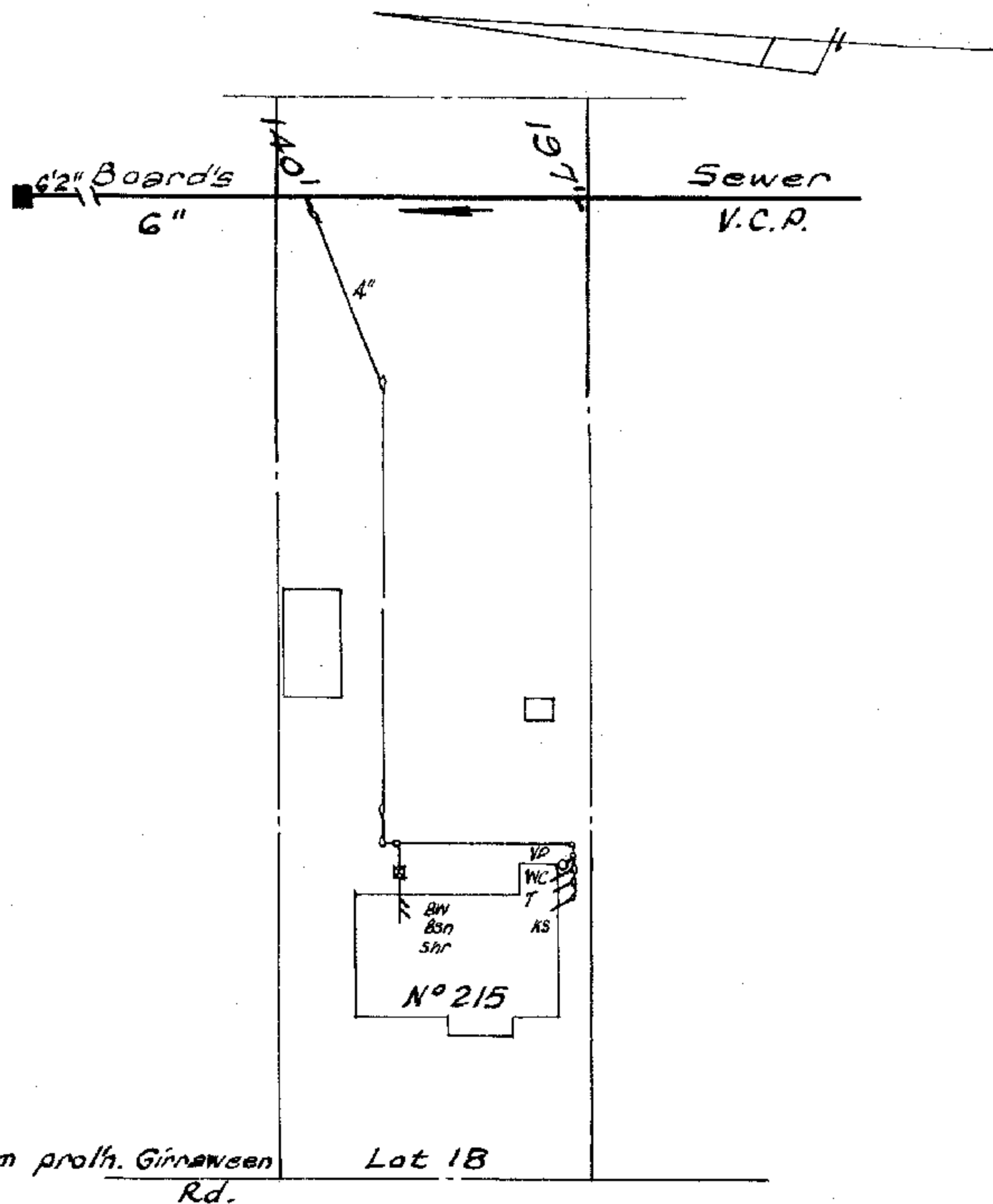
*SYNOPSIS*

- |                           |                          |                   |                          |
|---------------------------|--------------------------|-------------------|--------------------------|
| □ Boundary Trap           | ■ R.V. Reflex Valve      | I.P. Induct Pipe  | Bsn. Basin               |
| ■ Pit                     | — 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. Reflex 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



*Abt. 280' from proth. Ginnaween Rd.*

*Lot 1B*

**TARGO RD.**

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

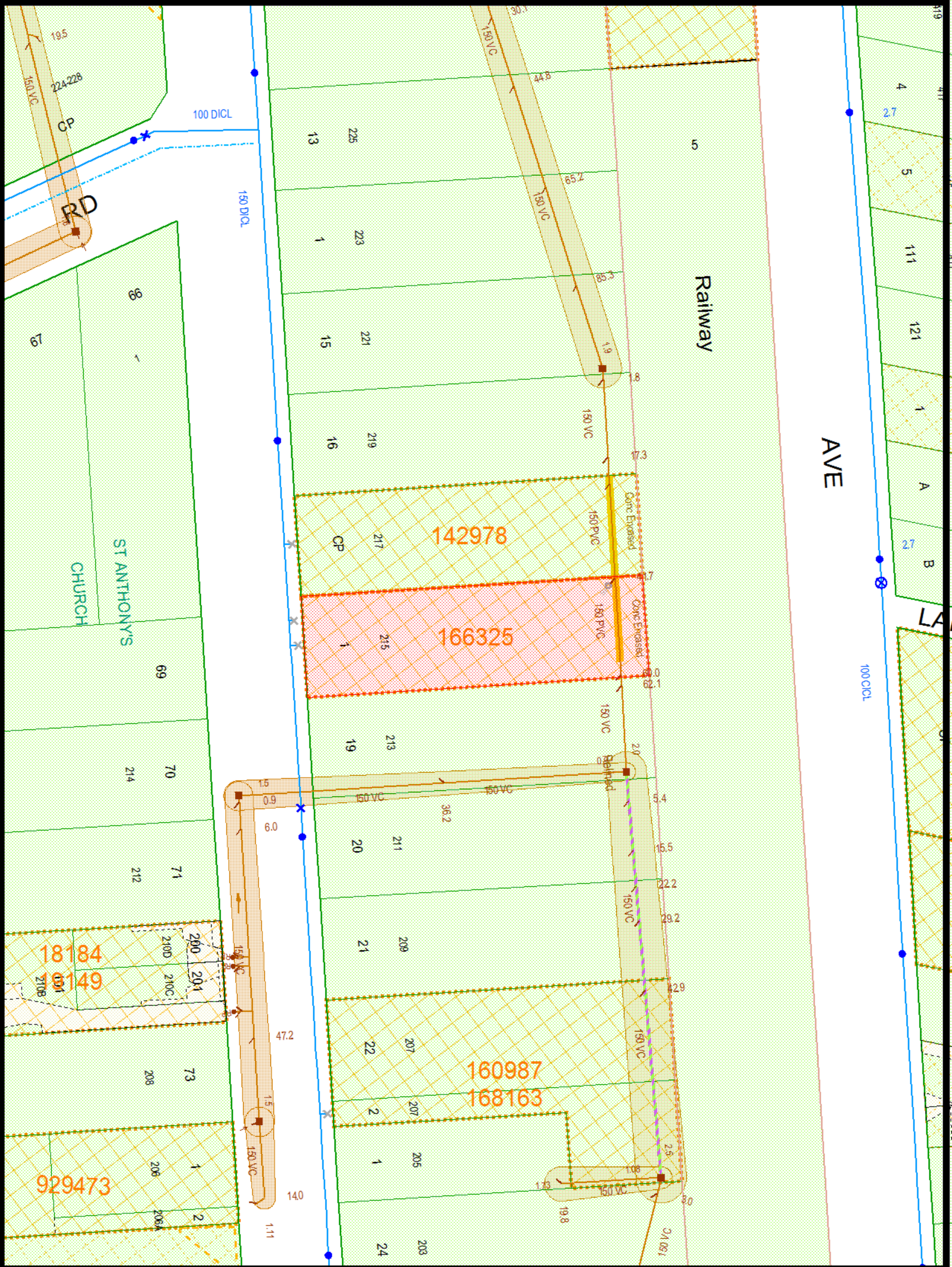
SHEET No. **7290**

OFFICE USE ONLY

For Engineer House Services

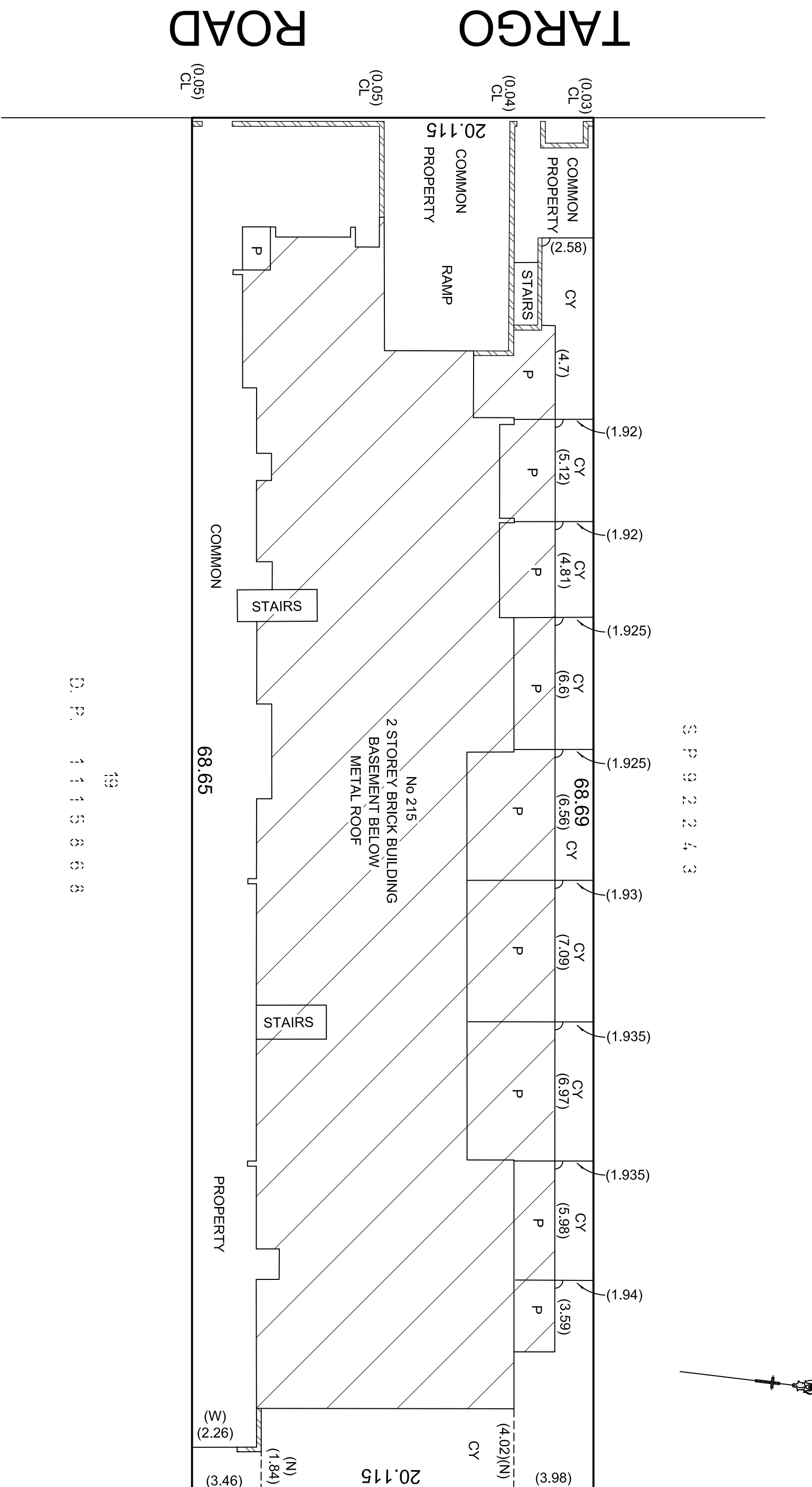
	DRAINAGE		BRANCH OFFICE	PLUMBING	
	Supervised by	Date		Supervised by	Date
W.C.	Inspector	/ /	Date	Inspector	/ /
Bch.			Outfall		
Shr.	Chief Inspector	/ /	Drainer	1042 354	
Bsn.			Plumber		
K.S.			Boundary Trap		
T.					
Pig.					
Dge. Int.					

**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.





# LOCATION PLAN



D.P. 449031

19

D.P. 1115888

CY - DENOTES COURTYARD  
 P - DENOTES PATIO  
 Surveyor: Craig Stephen Lonard  
 Richard Hogan & Co  
 Ph.47326599, email: admin@hoganco.com.au  
 Date: 21st March 2019  
 Surveyor's Reference: 16238 SP

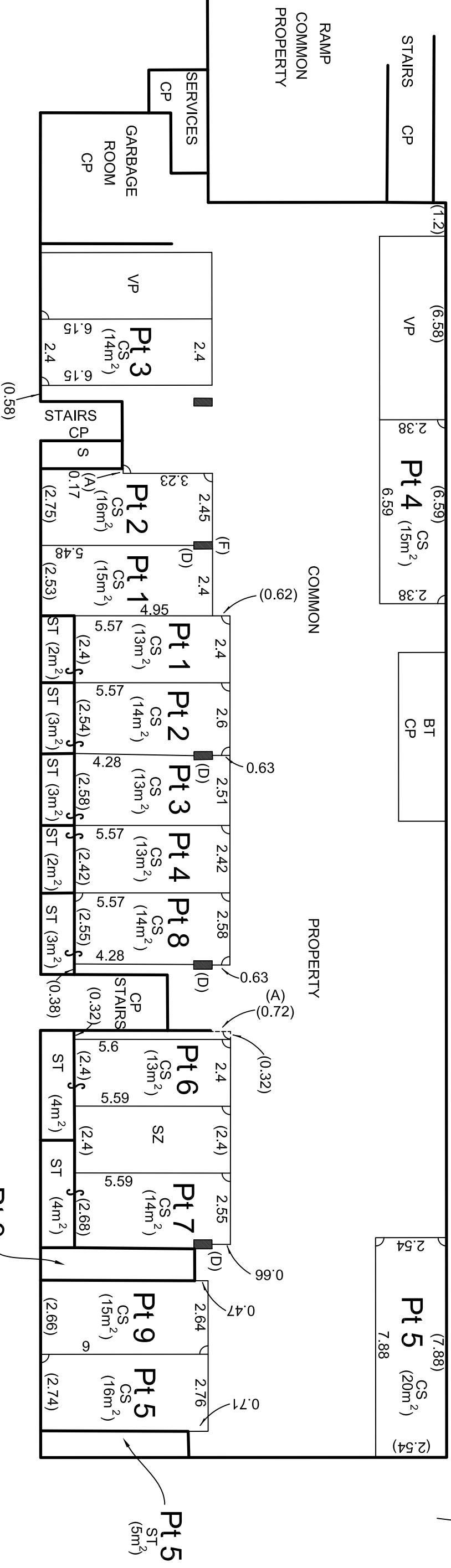
(N) DENOTES PROLONGATION OF NORTHERN FACE OF WALL  
 (W) DENOTES PROLONGATION OF WESTERN FACE OF WALL  
 DENOTES 90°

PLAN OF SUBDIVISION OF LOT 2150 IN D.P.1235403

LGA: CUMBERLAND  
 Locality: GIRRAWEEEN  
 Reduction Ratio 1: 200  
 Lengths are in metres.

Registered

# BASEMENT FLOOR PLAN



- (A) - DENOTES PROLONGATION OF OUTER FACE OF WALL
- (D) - DENOTES BOUNDARY IS FROM CENTRE OF COLUMN
- (F) - DENOTES BOUNDARY IS FROM FACE OF COLUMN

┌ DENOTES 90°

- S - DETOTES STORAGE (COMMON PROPERTY)
- CS - CAR SPACE
- CP - COMMON PROPERTY
- ST - DENOTES STORAGE
- SZ - DENOTES SHARED ZONE (COMMON PROPERTY)
- VP - DENOTES VISITOR PARKING (COMMON PROPERTY)

- BT - DENOTES BIN TUG STORAGE (COMMON PROPERTY)
- VP - DENOTES VISITOR PARKING (COMMON PROPERTY)

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER IS COMMON PROPERTY  
 ALL COMMON SERVICES / SERVICE LINES ARE COMMON PROPERTY.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE  
 STRATA SCHEMES DEVELOPMENT ACT ONLY AND ARE  
 APPROXIMATE ONLY.

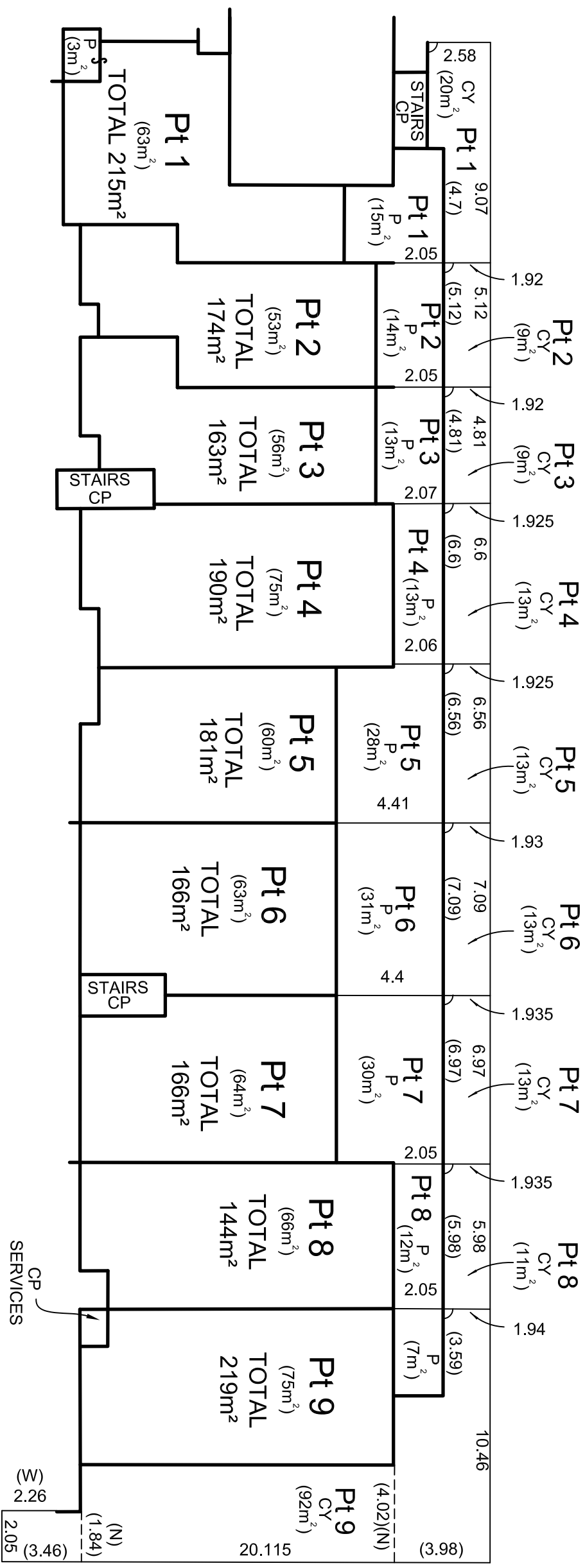
Surveyor: Craig Stephen Lonard  
 Richard Hogan & Co  
 Ph.47326599, email: admin@hoganco.com.au  
 Date: 21st March 2019  
 Surveyor's Reference: 16238 SP

PLAN OF SUBDIVISION OF LOT 2150 IN D.P.1235403

LGA: CUMBERLAND  
 Locality: GIRRAWEEEN  
 Reduction Ratio 1: 150  
 Lengths are in metres.

Registered

# GROUND FLOOR PLAN



THE STRATUM OF THE PATIOS ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER TILED SURFACE OF THEIR RESPECTIVE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

THE STRATUM OF THE COURTYARDS ARE LIMITED IN HEIGHT TO 4 METRES BELOW TO 10 METRES ABOVE THE UPPER CONCRETE SURFACE OF THE RESPECTIVE MAIN GROUND FLOOR UNIT, EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

ALL COMMON SERVICES / SERVICE LINES ARE COMMON PROPERTY.

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER IS COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT ONLY AND ARE APPROXIMATE ONLY.

(N) DENOTES PROLONGATION OF NORTHERN FACE OF WALL  
 (W) DENOTES PROLONGATION OF WESTERN FACE OF WALL

┌ DENOTES 90°

CP - COMMON PROPERTY

CY - COURTYARD

P - PATIO

Surveyor: Craig Stephen Lonard  
 Richard Hogan & Co

Ph. 47326599, email: admin@hoganco.com.au

Date: 21st March 2019

Surveyor's Reference: 16238 SP

PLAN OF SUBDIVISION OF LOT 2150 IN D.P.1235403

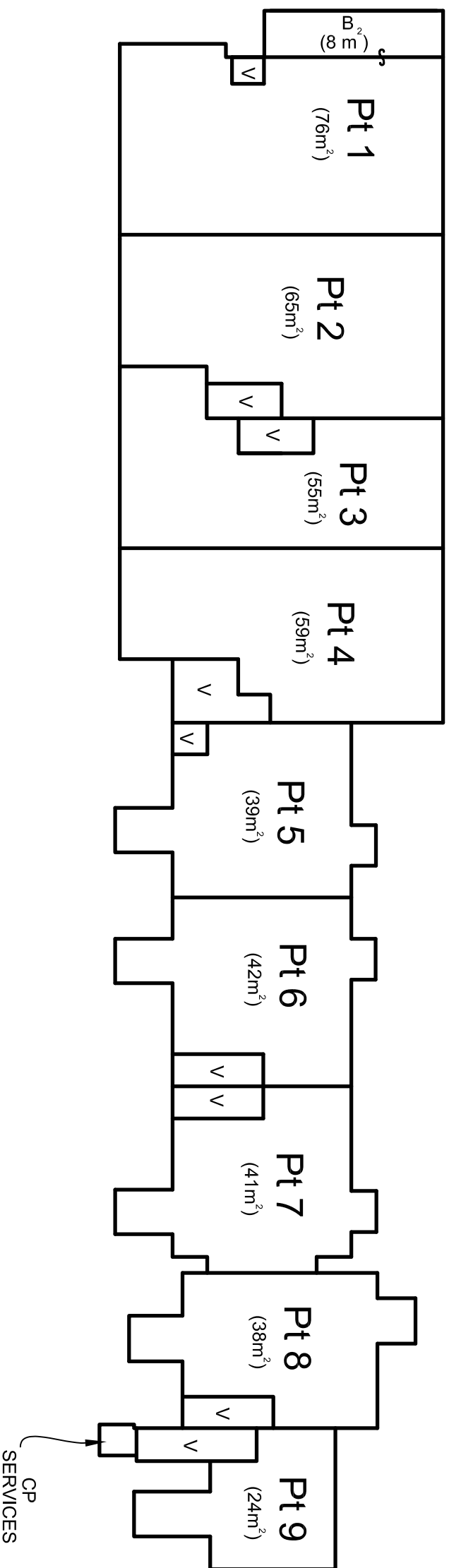
LGA: CUMBERLAND  
 Locality: GIRRAWEEEN

Reduction Ratio 1: 200

Lengths are in metres.

Registered

# FIRST FLOOR PLAN



- V - VOID
- B - BALCONY
- CP - COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT ONLY AND ARE APPROXIMATE ONLY.

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER IS COMMON PROPERTY  
 ALL COMMON SERVICES / SERVICE LINES ARE COMMON PROPERTY.

THE STRATUM OF THE BALCONYS ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER TILED SURFACE OF THEIR RESPECTIVE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Surveyor: <b>Craig Stephen Lonard</b> <b>Richard Hogan &amp; Co</b> Ph.47326599, email: admin@hoganco.com.au Date: 21st March 2019 Surveyor's Reference: 16238 SP	PLAN OF SUBDIVISION OF LOT 2150 IN D.P.1235403	LGA: <b>CUMBERLAND</b> Locality : <b>GIRRAWEEEN</b> Reduction Ratio 1: 200 Lengths are in metres.	Registered	
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# Strata Schemes Management Regulation 2016

Current version for 27 June 2017 to date (accessed 5 October 2017 at 09:36)

Schedule 3

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## Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

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

### 1 Vehicles

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

### 2 Changes to common property

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

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

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

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

### 4 Obstruction of common property

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

## 5 Keeping of animals

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

### Option A

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

### Option B

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

## 6 Noise

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

## 7 Behaviour of owners, occupiers and invitees

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



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

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

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

#### **9 Smoke penetration**

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

##### **Option A**

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

##### **Option B**

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

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

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

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

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

## 12 Appearance of lot

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

## 13 Cleaning windows and doors

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

## 14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

- (3) In this by-law:

*washing* includes any clothing, towel, bedding or other article of a similar type.

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

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

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law:

*bin* includes any receptacle for waste.

*waste* includes garbage and recyclable material.

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

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law:

*bin* includes any receptacle for waste.

*waste* includes garbage and recyclable material.

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

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified:

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

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

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

# Certificate in respect of insurance residential building works by contractors

**Policy No:** HBCF18001668

**Policy Date:** 16/01/2018

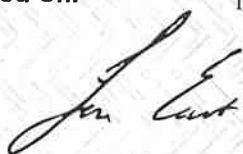
A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder</b>	two storey brick veneer town houses with basement car park
<b>At</b>	Unit 1
	215 Targo Road
	Girraween New South Wales 2145
<b>Site plan number</b>	NA
<b>Site plan type</b>	NA
<b>Homeowner</b>	MPT Property Group Pty Ltd AFT MPT Property Fund No 1
<b>Carried out by</b>	LIVBUILD PTY LTD
<b>Licence number</b>	135540C
<b>Builder job number</b>	
<b>Contract amount</b>	\$2,565,000.00
<b>Contract date</b>	15/12/2017 (Proposed)
<b>Premium paid</b>	\$39,673.11

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at [www.icare.nsw.gov.au](http://www.icare.nsw.gov.au)

**Certificate No:** HBCF18001668-1

**Issued on:** 16/01/2018



**Signed on behalf of the insurer**

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

**icare hbcf**

# Certificate in respect of insurance residential building works by contractors

**Policy No:** HBCF18001668

**Policy Date:** 16/01/2018

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder</b>	two storey brick veneer town houses with basement car park
<b>At</b>	Unit 2
	215 Targo Road
	Girraween New South Wales 2145
<b>Site plan number</b>	NA
<b>Site plan type</b>	NA
<b>Homeowner</b>	MPT Property Group Pty Ltd AFT MPT Property Fund No 1
<b>Carried out by</b>	LIVBUILD PTY LTD
<b>Licence number</b>	135540C
<b>Builder job number</b>	
<b>Contract amount</b>	\$2,565,000.00
<b>Contract date</b>	15/12/2017 (Proposed)
<b>Premium paid</b>	\$39,673.11

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at [www.icare.nsw.gov.au](http://www.icare.nsw.gov.au)

**Certificate No:** HBCF18001668-2

**Issued on:** 16/01/2018



**Signed on behalf of the insurer**

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**icare hbcf**

# Certificate in respect of insurance residential building works by contractors

**Policy No:** HBCF18001668

**Policy Date:** 16/01/2018

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder</b>	two storey brick veneer town houses with basement car park
<b>At</b>	Unit 3 215 Targo Road Girraween New South Wales 2145
<b>Site plan number</b>	NA
<b>Site plan type</b>	NA
<b>Homeowner</b>	MPT Property Group Pty Ltd AFT MPT Property Fund No 1
<b>Carried out by</b>	LIVBUILD PTY LTD
<b>Licence number</b>	135540C
<b>Builder job number</b>	
<b>Contract amount</b>	\$2,565,000.00
<b>Contract date</b>	15/12/2017 (Proposed)
<b>Premium paid</b>	\$39,673.11

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at [www.icare.nsw.gov.au](http://www.icare.nsw.gov.au)

**Certificate No:** HBCF18001668-3

**Issued on:** 16/01/2018



**Signed on behalf of the insurer**

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**icare hbcf**

# Certificate in respect of insurance residential building works by contractors

**Policy No:** HBCF18001668

**Policy Date:** 16/01/2018

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<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder</b>	two storey brick veneer town houses with basement car park
<b>At</b>	Unit 4
	215 Targo Road
	Girraween New South Wales 2145
<b>Site plan number</b>	NA
<b>Site plan type</b>	NA
<b>Homeowner</b>	MPT Property Group Pty Ltd AFT MPT Property Fund No 1
<b>Carried out by</b>	LIVBUILD PTY LTD
<b>Licence number</b>	135540C
<b>Builder job number</b>	
<b>Contract amount</b>	\$2,565,000.00
<b>Contract date</b>	15/12/2017 (Proposed)
<b>Premium paid</b>	\$39,673.11

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at [www.icare.nsw.gov.au](http://www.icare.nsw.gov.au)

**Certificate No:** HBCF18001668-4

**Issued on:** 16/01/2018



**Signed on behalf of the insurer**

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**icare hbcf**



# Certificate in respect of insurance residential building works by contractors

**Policy No:** HBCF18001668

**Policy Date:** 16/01/2018

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder</b>	two storey brick veneer town houses with basement car park
<b>At</b>	Unit 5
	215 Targo Road
	Girraween New South Wales 2145
<b>Site plan number</b>	NA
<b>Site plan type</b>	NA
<b>Homeowner</b>	MPT Property Group Pty Ltd AFT MPT Property Fund No 1
<b>Carried out by</b>	LIVBUILD PTY LTD
<b>Licence number</b>	135540C
<b>Builder job number</b>	
<b>Contract amount</b>	\$2,565,000.00
<b>Contract date</b>	15/12/2017 (Proposed)
<b>Premium paid</b>	\$39,673.11

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**Certificate No:** HBCF18001668-5

**Issued on:** 16/01/2018



**Signed on behalf of the insurer**

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**icare hbcf**

# Certificate in respect of insurance residential building works by contractors

**Policy No:** HBCF18001668

**Policy Date:** 16/01/2018

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<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder</b>	two storey brick veneer town houses with basement car park
<b>At</b>	Unit 6
	215 Targo Road
	Girraween New South Wales 2145
<b>Site plan number</b>	NA
<b>Site plan type</b>	NA
<b>Homeowner</b>	MPT Property Group Pty Ltd AFT MPT Property Fund No 1
<b>Carried out by</b>	LIVBUILD PTY LTD
<b>Licence number</b>	135540C
<b>Builder job number</b>	
<b>Contract amount</b>	\$2,565,000.00
<b>Contract date</b>	15/12/2017 (Proposed)
<b>Premium paid</b>	\$39,673.11

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**Certificate No:** HBCF18001668-6

**Issued on:** 16/01/2018



**Signed on behalf of the insurer**

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**icare hbcf**

# Certificate in respect of insurance residential building works by contractors

**Policy No:** HBCF18001668

**Policy Date:** 16/01/2018


A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder</b>	two storey brick veneer town houses with basement car park
<b>At</b>	Unit 7 215 Targo Road Girraween New South Wales 2145
<b>Site plan number</b>	NA
<b>Site plan type</b>	NA
<b>Homeowner</b>	MPT Property Group Pty Ltd AFT MPT Property Fund No 1
<b>Carried out by</b>	LIVBUILD PTY LTD
<b>Licence number</b>	135540C
<b>Builder job number</b>	
<b>Contract amount</b>	\$2,565,000.00
<b>Contract date</b>	15/12/2017 (Proposed)
<b>Premium paid</b>	\$39,673.11

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**Certificate No:** HBCF18001668-7

**Issued on:** 16/01/2018



**Signed on behalf of the insurer**

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**icare hbcf**

# Certificate in respect of insurance residential building works by contractors

**Policy No:** HBCF18001668

**Policy Date:** 16/01/2018

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<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder</b>	two storey brick veneer town houses with basement car park
<b>At</b>	Unit 8 215 Targo Road Girraween New South Wales 2145
<b>Site plan number</b>	NA
<b>Site plan type</b>	NA
<b>Homeowner</b>	MPT Property Group Pty Ltd AFT MPT Property Fund No 1
<b>Carried out by</b>	LIVBUILD PTY LTD
<b>Licence number</b>	135540C
<b>Builder job number</b>	
<b>Contract amount</b>	\$2,565,000.00
<b>Contract date</b>	15/12/2017 (Proposed)
<b>Premium paid</b>	\$39,673.11

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**Certificate No:** HBCF18001668-8

**Issued on:** 16/01/2018



**Signed on behalf of the insurer**

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**icare hbcf**

# Certificate in respect of insurance residential building works by contractors

**Policy No:** HBCF18001668

**Policy Date:** 16/01/2018

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<b>In respect of</b>	New Multiple Dwellings Construction (<= 3 storeys)
<b>Description of construction as advised by builder</b>	two storey brick veneer town houses with basement car park
<b>At</b>	Unit 9
	215 Targo Road
	Girraween New South Wales 2145
<b>Site plan number</b>	NA
<b>Site plan type</b>	NA
<b>Homeowner</b>	MPT Property Group Pty Ltd AFT MPT Property Fund No 1
<b>Carried out by</b>	LIVBUILD PTY LTD
<b>Licence number</b>	135540C
<b>Builder job number</b>	
<b>Contract amount</b>	\$2,565,000.00
<b>Contract date</b>	15/12/2017 (Proposed)
<b>Premium paid</b>	\$39,673.11

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at [www.icare.nsw.gov.au](http://www.icare.nsw.gov.au)

**Certificate No:** HBCF18001668-9  
**Issued on:** 16/01/2018



**Signed on behalf of the insurer**

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

**icare hbcf**



Date: 28 June 2019

Ref: OC7A306A1

General Manager  
Cumberland Council  
PO Box 42, MERRYLANDS NSW 2160

Dear Sir / Madam,

### Final Occupation Certificate

Lot 1, DP 119507, 215 Targo Rd, Girraween NSW 2145

Construction Of A Multi-Unit Housing Development Containing 9 Units Over Basement Car  
Parking

---

We refer to our engagement in respect of the above and enclose the Final Occupation Certificate for such in accordance with the provisions of the Environmental Planning and Assessment Act 1979.

Should you require any further information please do not hesitate to contact the undersigned.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Steven Saad".

**Steven Saad**

**Principal**





Date: 28 June 2019

Ref: OC7A306A1

Michael Rimal  
1 Gumleaf Pl,  
West Pennant Hills NSW 2125

Dear Sir,

### Final Occupation Certificate

Lot 1, DP 119507, 215 Targo Rd, Girraween NSW 2145

Construction Of A Multi-Unit Housing Development Containing 9 Units Over Basement Car  
Parking

---

Further to our engagement in respect of the above premises, please find the enclosed Final Occupation Certificate. A copy of all documentation has been forwarded to Council as required under the Environmental Planning and Assessment Act.

Should you require any further information please do not hesitate to contact the undersigned.

Yours faithfully,

A handwritten signature in blue ink, appearing to read "Steven Saad".

Steven Saad

**Principal**

ACCREDITED A1 UNRESTRICTED CERTIFIERS • BCA CONSULTANTS • C10 FIRE SAFETY ENGINEERS • DISABLED ACCESS CONSULTANTS

Suite 2, Level 2, 2 Rowe Street, Eastwood NSW 2122 P (02) 9191 0400

F (02) 9191 0401

admin@certified.net.au

www.certified.net.au



# FINAL OCCUPATION CERTIFICATE

OC #

Date of Approval

Details of Property

Council Authority

Applicant

## Development Consent

Development Consent (DA)

DA Approval Date

Certifying Authority

## Construction Approval

Construction Certificates

CC Approval Dates

Certifying Authority

## Description of Development

Construction Of A Multi-Unit Housing Development Containing 9 Units Over Basement Car Parking

Approval Extent

Building Solution

NCC Building Classification	Residential			Commercial					
	1a <input type="checkbox"/>	1b <input type="checkbox"/>		2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	6 <input type="checkbox"/>	
10a <input type="checkbox"/>	10b <input type="checkbox"/>	10c <input type="checkbox"/>	7a <input checked="" type="checkbox"/>	7b <input type="checkbox"/>	8 <input type="checkbox"/>	9a <input type="checkbox"/>	9b <input type="checkbox"/>	9c <input type="checkbox"/>	

Cost of Works

## Scope of Approval

This Occupation Certificate relates to those works approved within the Development Consent and Construction Certificates for the construction of the overall development.

## Certifying Authority

Accreditation Details

## Statement

- A current Development Consent is in force;
- A current Construction Certificate has been issued with respect to the building plans & specifications;
- The Building is suitable for occupation or use in accordance with its classification under the Building Code of Australia;
- The health & safety of the occupants has been considered;
- A Fire Commissioner report has been considered;
- A Final Fire Safety Certificate has been issued for the building
- This Occupation Certificate is issued in accordance with Section 109 of the Environmental and Planning Assessment Act 1979

## Signature



Steven Saad - Accredited Certifier BPB-0794 (A1 - Unrestricted)

# Fire Safety Schedule

## Existing Fire Safety Measures

None

Fire Safety Measure	Installed	Performance Standard
Access Panels, Doors & Hoppers to Fire Resisting Shafts	No	
Automatic Fail Safe Devices	No	
Automatic Fire Detection & Alarm	Yes	BCA Clause E2.2, NSW Table E2.2a, Clauses 3 and 6 of Specification E2.2a AS3786-1993, AS3000-2007
Automatic Fire Suppression Systems	No	
Combined Fire Hydrant & Sprinkler System	No	
Emergency Evacuation Plan & Procedures	No	
Emergency Lifts	No	
Emergency Lighting	Yes	BCA Clauses E4.2, E4.4 AS 2293.1 -2005
Exit Signs	Yes	BCA Clauses E4.5, NSW E4.6, E4.8 AS 2293.1 - 2005 and AS 2293.3-2005
Fire Alarm Monitoring Communication Link	No	
Fire Control Centres & Rooms	No	
Fire Dampers	No	
Fire Doors	Yes	BCA Clause C3.4, Specification C3.4 AS1905.1-2015 Fire Engineering Report No. 0735 - Rev B, prepared by J Squared Fire Engineers dated 25/06/2019
Fire Hose Reel Systems	Yes	BCA Clause E1.4 AS2441-2005 and AS/NZS3500.1-2013
Fire Hydrant Systems	Yes	BCA Clause E1.3 AS2419.1 - 2005, AS/NZS 3013-2005 and AS/NZS 3500.1-2013 Fire Engineering Report No. 0735 - Rev B, prepared by J Squared Fire Engineers dated 25/06/2019
Fire Protected Timber	No	
Fire Rated Lift Landing Doors	No	
Fire Seals - Electrical	Yes	BCA Clauses C3.15, C3.16, Specification C3.15 AS1530.4-2014 and AS4072.1 -2005, Manufacturers Specifications
Fire Seals - Plumbing	Yes	BCA Clauses C3.15, Specification C3.15 AS1530.4-2014 and AS4072.1 -2005, Manufacturers Specifications
Fire Shutters - Carpark	No	
Fire Shutters - External Openings	No	
Fire Windows	No	
Floor, Wall & Ceiling Fire Hazard Properties	Yes	BCA Clause C1.10, Clause 3, 4, 6 & 7 of BCA Specification C1.10
Lightweight Construction	Yes	BCA Clauses C1.1, C1.8, C3.16, Specifications C1.1, C1.8 AS1530.4-2014 and Manufacturers specifications
Mechanical Air Handling Systems - Automatic Shutdown	No	
Mechanical Air Handling Systems - Carpark Ventilation System	Yes	BCA Clause E2.2, NSW Table E2.2a Clause 5.5 of AS/NZS1668.1-2015, AS4254.1- 2012 and AS4254.2-2012

Mechanical Air Handling Systems - Exit Pressurisation	No	
Mechanical Air Handling Systems - Smoke Exhaust System	No	
Mechanical Air Handling Systems - Zone Smoke Control	No	
Paths of Travel	Yes	BCA Clause D1.6, D1.10 EP&A Regulations 2000 Fire Engineering Report No. 0735 - Rev B, prepared by J Squared Fire Engineers dated 25/06/2019
Perimeter Emergency Vehicle Access	No	
Portable Fire Extinguishers	Yes	BCA Clause E1.6, Table E1.6 AS2444 - 2001
Radiant Heat Attenuation Screens	No	
Safety Curtain In Proscenium Opening	No	
Sliding Fire Doors	No	
Smoke & Heat Vents	No	
Smoke And Heat Alarms	Yes	BCA Clause E2.2, Clause 3 & 6 of Specification E2.2a AS3786-2014
Smoke Curtains	No	
Smoke Dampers	No	
Smoke Doors	No	
Smoke Proof Walls	No	
Smoke Seals	No	
Solid Core Doors	No	
Sound System And Intercom System For Emergency Purposes	No	
Standby Power Systems	No	
Wall-Wetting Drenchers - External Openings	No	
Wall-Wetting Drenchers - Fire Shutter	No	
Warning & Operational Signs	No	
Performance Solution  BCA Clause C3.2 & C3.4 - Develop a performance solution to permit openings within external walls to be located within 3m of the boundary fire source feature without protection to C3.4 of the BCA.  BCA Clause E1.3 - Develop a performance solution to permit the fire hydrant booster to be located within 10m of the building without a complying radiant heat barrier.  BCA Clause C1.1, Specification C1.1 - Develop a performance solution to construct external load bearing brick veneer walls to achieve an FRL from the outside only, and to permit internal load bearing internal walls to be provided with non-fire rated timber framed construction except where bounding SOUs.  BCA Clause F3.1 - Develop a performance solution to permit a reduced ceiling height of 2.2m for more than 2/3 of the attic room.	Yes	Fire Engineering Report No. 0735 - Rev B, prepared by J Squared Fire Engineers dated 25/06/2019