

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 54083211	NSW Duty:
vendor's agent	Stone Real Estate Sans Souci 393 Rocky Point Road, Sans Souci NSW 2219		Phone: 8097 2421 Fax:
co-agent			Ref: Shaun Ramani
vendor	ADORA CABANDOG QUINTANA 1 62 Willis Street Kingsford NSW 2032		
vendor's solicitor	Joseph M Blanco & Associates Shop 2 491 Anzac Pde Kingsford NSW 2032		Phone: Fax: 02 9349 4890 Ref: Quintana A
date for completion	42 days after the contract date	(clause 15)	Email: maxblanco@blanco.com.au
land	1/62 WILLIS ST KINGSFORD NSW 2032 (Address, plan details and title reference)		
	LOT 1 IN STRATA PLAN 40162 1/SP40162		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input 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:		

PLEASE NOTE
COPY OF CONTRACT ONLY
REFER TO THE ORIGINAL
PRIOR TO AUCTION

exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
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	<input type="checkbox"/> JOINT TENANTS	<input type="checkbox"/> tenants in common	<input type="checkbox"/> in unequal shares	witness
-----------	--	--	--	---------

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:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

C F Strata Management 7 General Bridges Cres, Daceyville NSW 203
 02) 9313 6255

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 th 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 – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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 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' 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.

1/62 WILLIS ST KINGSFORD NSW 2032



FOLIO: 1/SP40162

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	-----
17/1/2019	2:35 PM	6	26/5/2011

LAND

LOT 1 IN STRATA PLAN 40162
AT KINGSFORD
LOCAL GOVERNMENT AREA RANDWICK

FIRST SCHEDULE

ADORA CABANDOG QUINTANA (T AG259322)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP40162

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP40162

SEARCH DATE	TIME	EDITION NO	DATE
17/1/2019	2:42 PM	2	20/9/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 40162
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGSFORD
LOCAL GOVERNMENT AREA RANDWICK
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP40162

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 40162
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- CF STRATA MANAGEMENT
PO BOX 636
KINGSFORD 2032

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA SCHEMES MANAGEMENT REGULATION 2016
- 3 SP40162 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 18)

STRATA PLAN 40162

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 4	2	- 5	3	- 5	4	- 4

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

InfoTrack Pty Ltd
DX 578
SYDNEY NSW

Description of land: Lot 1 SP 40162

Address: 1/62 Willis Street, KINGSFORD NSW 2032

Date of Certificate: 18 January 2019

Certificate No: 50116

Receipt No: 4270495

Amount: \$133.00

Reference: QUINTANA A:42140

This planning certificate should be read in conjunction with the **Randwick City Council Local Environmental Plan 2012**. This is available on the NSW Legislation website at <https://www.legislation.nsw.gov.au/#/view/EPI/2013/36>

The land to which this planning certificate relates, being the lot or one of the lots described in the application made for this certificate, is shown in the Council's record as being situated at the "Address" stated above. The legal "description of land" (by lot(s) and DP/SP numbers) is obtained from NSW Land Registry Services. It is the responsibility of the applicant to enquire and confirm with NSW Land Registry Services the accuracy of the lot(s) and DP/SP numbers pertaining to the land for which application is made for the certificate.

There is more information about some property conditions than is included on this property certificate.

If this case, after the condition text, there is a URL and a square bar code or 'QR code' which provides the address of a page on the Randwick City Council website.

You will need internet access and either:

- 1. Download a QR code scanner app to your phone and scan the QR code**
- 2. Type the URL into your internet browser**



INFORMATION PROVIDED UNDER SECTION 10.7 (2)

In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 (as amended), the following prescribed matters relate to the land as at the date of this certificate. The information provided in reference to the prescribed matters has been obtained from Council's records and/or from other authorities/government department. Council provides the information in good faith but disclaims all liability for any omission or inaccuracy. Specific inquiry should be made where doubt exists as to the accuracy of the information so provided.

1 Names of relevant planning instruments and DCPs

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

Randwick Local Environmental Plan (LEP) 2012, and relevant State Environmental Planning Policies (SEPPs) apply to the land.

- **SEPP No. 19** - Bushland in Urban Areas
- **SEPP No. 21** - Caravan Parks
- **SEPP No. 33** - Hazardous and Offensive Development
- **SEPP No. 55** - Remediation of Land
- **SEPP No. 64** - Advertising and Signage
- **SEPP No. 65** - Design Quality of Residential Flat Development
- **SEPP No. 70** - Affordable Housing
- **SEPP** - (Affordable Rental Housing) 2009
- **SEPP** - BASIX (Building Sustainability Index) 2004
- **SEPP** - (Coastal Management) 2018
- **SEPP** - (Educational Establishments and Child Care Facilities) 2017
- **SEPP** - (Exempt and Complying Development Codes) 2008
- **SEPP** - (Housing for Seniors or People with a Disability) 2004
- **SEPP** - (Infrastructure) 2007
- **SEPP** - (Mining, Petroleum Production and Extractive Industries) 2007
- **SEPP** - (Miscellaneous Consent Provisions) 2007
- **SEPP** - (State and Regional Development) 2011
- **SEPP** - (State Significant Precincts) 2005
- **SEPP** - (Three Ports) 2013
- **SEPP** - (Vegetation in Non-Rural Areas) 2017

Note: Any questions regarding State Environmental Planning Policies and Regional Environmental Plans should also be directed to the Department of Planning & Infrastructure (02) 9228 6111 or www.planning.nsw.gov.au.

Local Environmental Plan (LEP) Gazetted 15 February 2013

- **Randwick LEP 2012 (Amendment No1) - Gazetted 21 November 2014**
Applies to part of Royal Randwick Racecourse (identified as "Area A" on the LEP Additional Permitted Uses Map). Permits additional uses of hotel or motel accommodation, serviced apartments and function centres with development consent.
- **Randwick LEP 2012 (Amendment No2) - Gazetted 2 April 2015**
Applies to land at Young Street Randwick – Inglis Newmarket Site (shown as Area 1 on the LEP Key Sites Map). Amendment to planning controls, including zoning, height of buildings, heritage items and heritage area, FSR (subject to new Clause 6.16) and inclusion of the site as a Key Site.
- **Randwick LEP 2012 (Amendment No3) - Gazetted 15 July 2016**



Amends Schedule 1 to include 'childcare centre' as an additional permitted use (with development consent) at 270 Malabar Road, Maroubra (Cnr Lot 3821, DP 752015).

- **Randwick LEP 2012 (Amendment No4) - Gazetted 25 January 2018**
Applies to part of the land at 1T Romani Way, MATRAVILLE (Lot 1 DP 107189). Amendment to planning controls, including zoning, height of buildings and FSR.
- **Randwick LEP 2012 (Amendment No5) - Gazetted 17 August 2018**
Applies to subdivision of dual occupancies (attached) in the Zone R2 Low Density Residential for which development consent was granted before 6 July 2018. Permits development consent to be granted for the Torrens Title or Strata subdivision of a dual occupancy if the development meets certain standards specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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

- **draft Environment State Environmental Planning Policy (SEPP)**
- **draft review Affordable Housing State Environmental Planning Policy (SEPP)**
- **draft review (Mining, Petroleum Production and Extractive Industries) 2007 - State Environmental Planning Policy (SEPP)**
- **On 11 December 2018, Council resolved to endorse a planning proposal (as exhibited) to amend the environmental heritage provisions in the Randwick LEP 2012 by extending the boundary of the Dudley Street Heritage Conservation Area to incorporate 38, 40, 42, 44, 46 Dudley Street, COOGEE and 122 Mount Street, COOGEE NSW 2034. Further, it was resolved to list 38, 42 and 44 Dudley Street, COOGEE and 122 Mount Street, Coogee as Heritage Items in Schedule 5 of the RLEP 2012.**

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

- **Randwick DCP adopted by Council on the 28 May 2013 and came into effect on the 14th of June 2013**
Provides detailed planning controls and guidance for development applications
- **Amendment to Randwick DCP 2013 Newmarket Green, Randwick (E5)**
Site-specific DCP controls to supplement Randwick LEP 2012 (Amendment No 2)

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

2 Zoning and land use under relevant LEPS

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

- The identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)")*
- The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent*
- The purposes for which the instrument provides that development may not be carried out within the zone except with development consent*
- The purposes for which the instrument provides that development is prohibited within the zone*



Zone R3 (Medium Density Residential) in Randwick LEP 2012.

1. Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To recognise the desirable elements of the existing streetscape and built form or, in precincts undergoing transition, that contribute to the desired future character of the area.
- To protect the amenity of residents.
- To encourage housing affordability.
- To enable small-scale business uses in existing commercial buildings.

2. Permitted without consent

Home occupations; Recreation areas

3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Home businesses; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Office premises; Passenger transport facilities; Places of public worship; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shops

4. Prohibited

Funeral homes; Any other development not specified in item 2 or 3.

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

The land IS NOT subject to any development standards that fix minimum land dimensions for the erection of a dwelling house.

(f) Whether the land includes or comprises critical habitat

The land DOES NOT include or comprise a critical habitat area under the Threatened Species Conservation Act 1995.

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

The land IS NOT located in a heritage conservation area under the Randwick LEP 2012.

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

The land IS NOT listed as a heritage item under the Randwick LEP 2012.

The land IS NOT listed on the State Heritage Register under Heritage Act 1977.



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

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

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

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

The land IS NOT within any zone (however described) under this planning policy.

3 Complying Development

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

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

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

Housing Code

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

Low Rise Medium Density Housing Code

Commencement of the Low Rise Medium Density Code has been deferred in the City of Randwick until 1st of July 2019. Please contact the NSW Department of Planning and Environment for further information regarding this matter.

Rural Housing Code

Complying development under the Rural Housing Code **MAY** be carried out on the land.

Housing Alterations Code

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

General Development Code

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



Commercial and Industrial Alteration Code

Complying development under the Commercial and Industrial Alteration Code **MAY** be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY** be carried out on the land.

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

Complying development under the Fire Safety Code **MAY** be carried out on the land.

A copy of the Codes SEPP is available at www.planning.nsw.gov.au. For further information please call the Department of Planning and Infrastructure's Information Centre on Free call 1300 305 695 or 02 9228 6333.

Note: To be complying development, the development must meet the General requirements set out in clause 1.18 of the Codes SEPP. Development must also meet all development standards set out in the relevant code.

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 and Administration.

Council HAS NOT been notified by the Department that the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979.

4A Certain information relating to beaches and coasts

(1) *Whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.*

An order HAS NOT been made under Part 4D of the *Coastal Protection Act 1979* in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land).

(2) (a) *Whether the council has been notified under section 55X of the Coastal Protection Act 1979 that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and*

The council HAS NOT been notified under section 55X of the *Coastal Protection Act 1979* that emergency coastal protection works have been placed on the land (within the meaning of that Act) on the land (or on public land adjacent to that land).

(b) *if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.*



Not applicable.

(3) (Repealed)

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

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

Not applicable.

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.

The land IS NOT proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 Road widening and road realignment

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

(a) *Division 2 of Part 3 of the Roads Act 1993, or*

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

(b) *Any environmental planning instrument, or*

The land IS NOT affected by any road widening or road realignment under the provisions of Randwick LEP 2012.

(c) *Any resolution of the council.*

The land IS NOT affected by any resolution of the Council for any road widening or road realignment.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

(a) *adopted by the council*

The land **IS** affected by a policy adopted by the Council as follows:

Contaminated Land Policy. This policy does not specifically identify the subject land (or any other land) as contaminated. The policy does, however, apply to all land in the City of Randwick. The policy requires Council to consider the possibility of land contamination and its implications for any proposed or permissible future uses of the land, including all rezoning, subdivision and development applications. This policy will restrict development of land:

- (1) Which is affected by contamination; or
- (2) Which has been used for certain purposes; or
- (3) In respect of which there is not sufficient information about contamination; or
- (4) Which is proposed to be used for certain purposes; or
- (5) In other circumstances contained in the policy.



Excluding Councils Contaminated Land Policy, the subject land IS NOT affected by any other council policy relating to hazard risk restrictions.

(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

The land IS NOT affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council that restricts the development of the land because of the likelihood of land slip, bushfire, (other than flooding), tidal inundation, subsidence, acid sulphate soils or any other risk.

7A Flood related development controls information

(1) Whether or not development on that 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.

Development on the land subject of this planning certificate for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings IS NOT subject to flood related development controls (provided that such development is permissible on the land with or without development consent).

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

Development on the land subject of this planning certificate for purposes other than dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings **IS** subject to flood related development controls (provided that such development is permissible on the land with or without development consent).

(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.

The expressions "dwelling houses", "dual occupancies", "multi dwelling housing" and "residential flat buildings" as used in clauses (1) and (2) above have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006 but do not include development for the purposes of group homes or seniors housing.

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

The land IS NOT affected by any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 that makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 27 of the Act.

9 Contributions plans

The name of each contributions plan applying to the land.

Randwick City Council Section 94A Development Contributions Plan (effective 21 April 2015).

9A Biodiversity certified land

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



The land IS NOT biodiversity certified land.

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

10 Biodiversity stewardship sites

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

Council HAS NOT been notified that the land is a biodiversity stewardship site by the Chief Executive of the Office of Environment and Heritage.

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

10A Native vegetation clearing set asides

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

The land DOES NOT contain a set aside area under section 60ZC of the Local Land Services Act 2013.

11 Bush fire prone land

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

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

The land IS NOT bush fire prone land (as defined in the act).

12 Property vegetation plans

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

Council HAS NOT been notified of any property vegetation plan under the Native Vegetation Act 2003 applying to the land.

13 Orders under Trees (Disputes Between Neighbours) Act 2006

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

The land IS NOT land to which an order under Trees (Disputes Between Neighbours) Act 2006 applies.

14 Directions under Part 3A

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



There IS NOT a direction by the Minister under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument does not have effect.

15 Site compatibility certificates and conditions for seniors housing

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

(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (i) the period for which the certificate is current, and
- (ii) that a copy may be obtained from the head office of the Department, and

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

The land IS NOT subject of a current site compatibility certificate (of which the Council is aware) that has been issued under the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

16 Site compatibility certificates for infrastructure

A statement of whether there is a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land and, if there is a certificate, the statement is to include:

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

The land IS NOT subject to a valid site compatibility certificate (of which the Council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007.

17 Site compatibility certificates and conditions for affordable rental housing

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

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

(2) A statement setting out any 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.

The land IS NOT subject to a current site compatibility certificate (of which the council is aware) for affordable rental housing.

18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

The land IS NOT land to which a development plan or subdivision order applies.



19 Site verification certificates

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

(a) the matter certified by the certificate, and

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

(b) the date on which the certificate ceases to be current (if any), and

(c) that a copy may be obtained from the head office of the Department of Planning and Environment.

The land IS NOT subject to a current site verification certificate (of which the council is aware), in relation to State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

20 Loose-fill asbestos insulation

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

The land DOES NOT include 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.

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.

The land IS NOT affected by any notice or order within the meaning of the Building Products (Safety) Act 2017.

Contaminated Land Management Act 1997

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

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

The land IS NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

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

The land IS NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.



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

The land IS NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

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

The land IS NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

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

Council HAS NOT received a copy of a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for this land.

Note. Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the council is provided with a copy of the exemption or authorisation by the Coordinator General under that Act.



INFORMATION PROVIDED UNDER SECTION 10.7(5)

NOTE:

Council has no obligation to provide any advice in this planning certificate in response to a request made under s.10.7 (5) of the Act.

If Council does include advice in this planning certificate in response to a s.10.7 (5) request then, as far as practicable on the information available to Council, the advice shall be current as at 12:noon two(2) working days prior to the date of issue of this planning certificate.

Council draws your attention to the fact that if there is an omission or absence of reference in any advice given in this planning certificate, that is or may be relevant to the subject land, that shall not imply that the land is not affected by any matter not mentioned or referred to in this planning certificate.

Council draws your attention to s.10.7(6) of the Act which provides that Council shall not incur any liability in respect of any advice provided in good faith pursuant to s.10.7(5) of the Act.

Additional Relevant Matters

At the date of this certificate, the following relevant matters affecting the land are provided in good faith in accordance with the requirements of Section 10.7(5) of the Environmental Planning and Assessment Act 1979.

Council resolutions to prepare draft Local Environmental Plans

Name of proposed environmental planning instrument that includes a planning proposal for LEP or a draft environmental planning instrument.

- On 17 December 2016, Council resolved to endorse the draft Planning Strategy and associated planning controls for Kensington and Kingsford town centres to enable public exhibition.
- On 11 December 2018 Council resolved to prepare a Planning Proposal to amend the *Randwick Local Environmental Plan 2012* to list and create a Heritage Conservation Area to incorporate 37, 39 and 41 Dudley Street, Coogee and 144, 146A, 146B, 148 and 150 Brook Street Coogee, and to list 39 and 41 Dudley Street, Coogee and 148 Brook Street, Coogee as local heritage items.

Note: Draft Local Environmental Plans that have yet to be placed on Community Consultation under the Environmental Planning and Assessment Act, 1979.

Terrestrial Biodiversity

The land IS NOT identified and mapped as 'Biodiversity' in Randwick LEP 2012.

Foreshore Scenic Protection Areas

The land IS NOT identified and mapped within a Foreshore Scenic Protection Area in Randwick LEP 2012.

Foreshore Area (Foreshore Building Line)

The land IS NOT identified and mapped as "Foreshore Area" within the Randwick LEP 2012 Foreshore Building Line Map.

Licences Under The Water Act 1912

The Property **IS** within the ground water extraction embargo area or the water shortage zone declared under the Water Act 1912.

For more information please see:



www.randwick.nsw.gov.au/149-Groundwater



Aircraft Noise (ANEF)

This property IS NOT affected by aircraft noise levels as measured by the Australian Noise Exposure Forecast (ANEF) identified by Sydney Airport Corporation Limited (SACL), endorsed by Air Services Australia (ASA).

Flood Studies

Council **IS** in possession of a flood study that covers the catchment in which this property is located. The flood study is available for inspection at the Council if required.

For more information please see:


www.randwick.nsw.gov.au/149-Flooding



Residential Parking Schemes

No resident parking permits will be issued for new development or for significant alterations and additions to residential flat buildings that have been determined under Randwick Local Environmental Plan 2012 and Randwick Development Control Plan 2013.

Cenzo TIMPANO
Temporary Planning Research Officer

Per:.....

Date: 18-Jan-2019

SEWERAGE SERVICE DIAGRAM

Municipality of *Randwick*
KINGSFORD

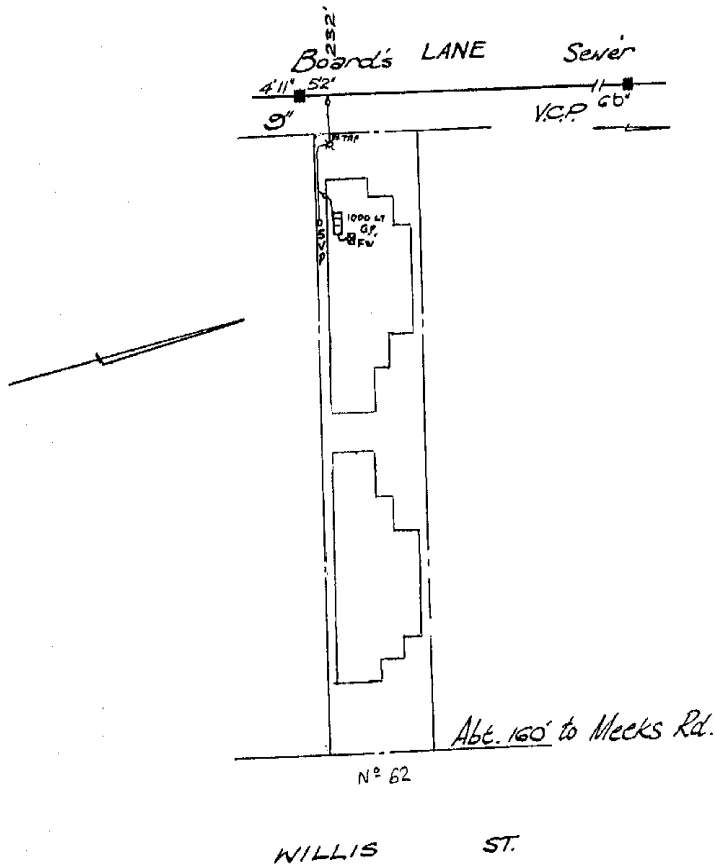
No. *210497*

- SYMBOLS AND ABBREVIATIONS**
- | | | | |
|--|---|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap | <input type="checkbox"/> R.V. Reflex Valve | I.P. Induct Pipe | Bsn. Basin |
| <input type="checkbox"/> Pit | Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| <input type="checkbox"/> G.I. Grease Interceptor | <input type="checkbox"/> Vert. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| <input type="checkbox"/> Gully | <input type="checkbox"/> V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| <input type="checkbox"/> P.T. P. Trap | <input type="checkbox"/> S.V.P. Soil Vent. Pipe | W.C. Water Closet | F. W. Floor Waste |
| <input type="checkbox"/> 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



RATE No.	W.C.s	U.C.s	19
SHEET No. <i>2872</i>	OFFICE USE ONLY		For Engineer House Services
DRAINAGE		PLUMBING	
W.C. Supervised by	Date	BRANCH OFFICE	Supervised by
Bch.		Date	
Shr. Inspector		Outfall <i>SW</i> HL LL	Inspector
Bsn. Examined by		Drainer	<i>270-244</i>
K.S.		Plumber	
T. Chief Inspector		Boundary Trap	
Pig. Tracing Checked		is/is not required	
Dge. Int.			
Dge. Ext.			

Disclaimer

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

CERTIFICATE PURSUANT TO S66W CONVEYANCING ACT, 1919

I, [Solicitor]
of in the State of New South Wales certify as
follows:-

1. I am a Solicitor currently admitted to practice in New South Wales.
2. I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at:

[property]

from [vendor]

to [purchaser]

in order that:

- * (a) the cooling off period be shortened to / /2011 or
- * (b) there is no cooling off period in relation to that Contract.

3. I do not act for [vendor]
and am not employed in the legal practice of a solicitor acting for the said vendor nor am I a member or employee of a firm of which a solicitor acting for the said vendor is a member or employee.

4. I have explained to [purchaser]
[purchaser]

- (i) the effect of the contract for the purchase of the property;
- (ii) the nature of this certificate;
- (iii) that:
 - * (a) the cooling off period be shortened to / /2011
 - or
 - * (b) there is no cooling off period in relation to that contract.

Dated: / /

Signed:

(*delete if not applicable)

SECTION 66W CERTIFICATE

I,
of , , certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 1/62 WILLIS ST KINGSFORD NSW 2032 from ADORA CABANDOG QUINTANA to in order that there is no cooling off period in relation to that contract;
3. I do not act for ADORA CABANDOG QUINTANA and am not employed in the legal practice of a solicitor acting for ADORA CABANDOG QUINTANA nor am I a member or employee of a firm of which a solicitor acting for ADORA CABANDOG QUINTANA is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

THESE ARE THE ADDITIONAL CONDITIONS TO THIS CONTRACT FOR
THE SALE OF LAND

DATED THE DAY OF 2019

BETWEEN: ADORA CABANDOG QUINTANA

(VENDOR) of the One Part.

AND:

(PURCHASER) of the Other Part

32 The Purchaser warrants that he was not introduced to the Vendor or to the subject property by any Agent other than the Agent named in this Contract and the Purchaser warrants that he will indemnify and keep indemnified the Vendor against any claim for compensation or commission by any Agent other than that Agent named herein and all and any costs and expenses incidental to defending any such claim (s) and further, the liability of the Purchaser in this regard shall not merge at the time of completion of this Contract and the Vendor warrants that there is no Sole Agency Agreement currently enforced with any Agent other than the Agent hereinbefore named, if any.

33 The Purchaser and the Vendor acknowledge that:

33.1 Either party hereto may, upon the expiration of the time for completion specified in the Contract hereto, issue a Notice to Complete; and

33.2 A period of fourteen (14) days following the date of the service of any such Notice to Complete shall be deemed to be reasonable time for completion pursuant to any such Notice.

The Purchaser acknowledges that in the event that the Vendor issues a Notice to Complete that in addition to all moneys due to the Vendor by the Purchaser, the Purchaser shall pay to the Vendor or to the Vendors Solicitors herein named the sum of \$350.00 as compensation to the Vendor for the Vendors Solicitor's costs associated with the issue and service of the Notice to Complete and the Purchaser warrants that this sum is a fair and reasonable sum that work.

34 If the Purchaser fails to complete this Contract within the time specified in this Contract (other than as a result of default on behalf of the Vendor) the Vendor shall be entitled (in addition to all other rights and remedies available to the Vendor): -

34.1 To demand and be paid on completion or on termination of this Contract (if the Vendor elects to terminate this Contract together with all other monies payable hereunder interest on the balance

purchase price at the rate of eight per cent (8%) per annum calculated from the due date for completion up to the actual date of completion or the date of termination as aforesaid (as the case may be). This is an essential term of the Contract and the Vendor shall not be obliged to complete unless the Purchaser makes payment of interest as herein specified on completion; and

34.2 Notwithstanding any provisions to the contrary in this contract, the Vendor shall be entitled to receive on completion all interest earned on the deposit during the period from the due date for completion up to the actual date of completion.

35 CONDITION OF PROPERTY

Notwithstanding any other clause in this Contract the property together with all buildings improvements fixtures and inclusions (if any) included in the sale are sold in their present condition and state of repair and subject to any infestation and dilapidation or the presence of asbestos if any and the Purchaser acknowledges that he buys the same relying on his own inspection, knowledge and enquiries and that he does not rely on any warranties or representations made to him by or on behalf of the Vendor.

The Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property, improvements and/or inclusions. The Vendor shall not be responsible for any loss or damage, mechanical breakdown or fair wear and tear to the property, improvements, fixtures and /or inclusions which occur after the date hereof unless caused by any act or default of the Vendor.

No objection or requisition or claim for compensation shall be made by the Purchaser on account of any latent or patent defect in the land or any other matter referred to herein.

If the property sold is a Lot(s) in a Strata Plan then this clause also applies to the building in which the property sold forms part.

36 EXCLUSION OF PRE-CONTRACTUAL REPRESENTATIONS

36.1 This contract constitutes the entire agreement between the vendor and the purchaser relating to the sale of the property.

36.2 The parties have not entered into and are not bound by any collateral or other agreement whether oral or in writing apart from this contract.

36.3 The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:

36.3.1 such warranty, representation, agreement or term is contained in the express terms of this contract; or

36.3.2 it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

- 36.4 The purchaser acknowledges that the purchaser, when entering into this contract, relied exclusively on the following matters independently of any statements, inducements or representations whether oral or in writing made by or on behalf of the vendor (including by any estate agent acting on behalf of the vendor):
- 36.4.1 the inspection of and investigations relating to the land made by or on behalf of the purchaser;
 - 36.4.2 the warranties and representations expressly contained in the contract;
 - 36.4.3 the skill and judgment of the purchaser, its consultants and representatives;
 - 36.4.4 opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees.

- 37 The Purchaser acknowledges and agrees that:-
- 37.1 this contract may be subject to amendments made by the vendor at any time prior to exchange of contracts; and
 - 37.2 in entering into this contract the Purchaser has not relied in any term or condition which may have been included in the draft of this contract made available for perusal prior to exchange of contracts.

38 RELEASE OF THE DEPOSIT

Notwithstanding any provision to the contrary herein contained, the Purchaser expressly authorises the Vendor to use the Deposit or part thereof as Deposit towards the purchase by the Vendor of another property and in payment of the Stamp Duty upon the property. Upon exchange hereof the Purchaser shall hand to the Vendor or the Vendor's Solicitor a letter addressed to the Agent authorising the Vendor to use the Deposit as above.

The Vendor covenants not to use the Deposit for any purpose other than as stipulated herein and thereupon the provisions of Special Condition 2.9 of the printed form shall apply to so much of the Deposit not required by the Vendors as above.

39 CLAIMS BY PURCHASER

In clause 7.1.1, delete the words "5% of the price" and insert in lieu thereof "\$100.00."

40 LAND TAX ADJUSTMENT

Notwithstanding any condition to the contrary, unless the box specifying the requirement for an adjustment of land tax is marked "NO" it is deemed marked "YES".

INCONSISTENCY

- 41 In any event of any conflict between the provisions of these Additional Conditions and those contained in printed conditions to this Contract, these Additional Conditions shall prevail.

42 DEFINITIONS

The definition of "settlement cheques" referred to in this contract is amended to delete the words "or; a Building Society, Credit Union or other FCA Institution as defined in the Cheques Act 1986".

43 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this Special Condition not been included herein should the Purchaser (or if there is more than one Purchaser, any of the Purchasers) prior to completion:

43.1 Die or become mentally ill, then the Vendor may rescind this Contract by notice in writing forwarded to the Solicitor named as the Purchaser's Solicitor in this Contract and thereupon this Contract shall be at an end and the provisions of Clause 19 hereof shall apply; or

43.2 Be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolved to go into liquidation or have a petition for the winding up of the Purchaser presented or enter into any scheme of arrangement with its creditors under any applicable companies legislation or should any liquidator, receiver or official manager be appointed in respect of the Purchaser then the Purchaser shall be deemed to be in default hereunder.

The rights appertaining to the vendor in this clause, shall apply to the Purchaser mutatis mutandis.

DISCHARGE OF MORTGAGE

44 The Purchaser shall not object if on settlement, the Vendor hand to the Purchaser a duly executed Discharge of Mortgage or other encumbrance or withdrawal of Caveat in registerable form in respect of any mortgage, encumbrance or Caveat then registered or entered against the Vendors' title provided that the registration fees shall be allowed by the Vendor to the Purchaser in respect of the same and the Purchaser will not requisition or require the registration of such discharge of Mortgage or withdrawal of Caveat prior to completion.

DEPOSIT AND TAX FILE NUMBERS

45 If the deposit holder is not informed before receipt of the deposit of the tax file numbers for the vendor and the purchaser, tax may be deducted from any interest earned on the deposit at the top marginal rate.

CONFLICT

46 In case any one or more of the provisions herein contained or any part thereof should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby;

- 47 In any event of any conflict between the provisions of these Additional Conditions and those contained in printed conditions to this Contract, these Additional Conditions shall prevail.

SWIMMING POOL

- 48 If the property contains a swimming pool, then:
- 48.1 The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act;
- 48.2 The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool, fencing and the erection of a warning notice and this special condition shall not merge upon completion of this contract;
- 48.3 The Purchaser may not make any claim or raise any requisition whatsoever in relation to the swimming pool or any non-compliance with the Swimming Pools Act 1992 or other relevant legislation.

CHANGE OF SOLICITOR

49. In the event that the Purchaser changes Solicitor without notifying the Vendor in writing of such change then the Solicitor lastly acting for the Purchaser shall be deemed to remain and be the Solicitor for the Purchaser for the purpose of this agreement until notice in writing signed by the Purchaser of such change is received by the Vendor.

PURCHASER'S ACKNOWLEDGEMENTS

50. The Purchaser acknowledges that they are purchasing the property and shall take title thereto subject to existing Water, Sewerage, Drainage, Gas and Electricity, Telephone or other installations or services (hereinafter in the condition referred to as "any service") and shall not make any requisition, objection or claim for compensation in respect of:-
- 50.1 The nature, location, availability or non availability of any service, or
- 50.2 If any such service is a joint service with any other property or properties, or
- 50.3 If any service for any other property or properties of the mains, pipes, wires of connections therefore pass through or over the property and vice versa, or
- 50.4 Whether or not the property is subject to or has the benefit of any rights, easements or agreements in respect of any service or the mains, pipes or connections therefore.
- 51 The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SEPP 12 that allowed subdivision of dual

occupancies have been repealed, and the attached Section 149 Certificate may be inaccurate in respect of those matters.

CONSUMER CREDIT CODE

- 52 The purchaser warrants that:
- 52.1 the purchaser does not require finance to purchase this property, or
 - 52.2 the purchaser has obtained approval for such finance as is required to purchase this property.
 - 52.3 the purchaser acknowledges that as a result of making this disclosure, the purchaser cannot terminate this contract pursuant to the provisions of the Consumer Credit Code.
 - 52.4 The Purchaser by his execution hereof declares to the Vendor that he is satisfied as to the reasonableness of all of the terms of any credit contract which the Purchaser has entered into or intends to enter into to enable him to complete this contract.
 - 52.5 The Vendor discloses that he has entered into this contract and may enter into other contractual obligations on or after the date of this contract relying upon the warranties representations and declarations made by the Purchaser in this clause.

53 Deleted

INDEMNITY AND GUARANTEE

- 54 In the event that the Purchaser is a company the Directors of the Purchaser Company shall provide Indemnities and Guarantees to the Vendor as set out in this contract.
- 55 In paragraph 10.1.8 and 10.1.9 of the printed form of contract delete the word "Substance" and insert the word "existence".
56. Deleted
- .
57. Deleted
- .
58. Notwithstanding any principal of law to the contrary, the Purchase shall not have the right to make an objection, requisition or claim in respect of:-
- (i) any encroachment onto any adjoining land by any building or structure on the land, other than a dividing fence as defined in the Dividing Fences Act, 1991;
or
 - (ii) any encroachment onto the land by any building or structure on any adjoining land, other than a dividing fence as defined in the Dividing Fences Act, 1991;
or

- (iii) any non-compliance with the Local Government Act, 1933, or any regulation under the act, in respect of any building or structure on the land;

unless the existence of the encroachment or non-compliance is disclosed or referred to in this contract.

- 59. Clause 16.5 of the printed contract is amended by deleting the words "plus another 20% of that fee."
- 60. Clause 16.8 of the printed Contract is hereby deleted.
- 61. Notwithstanding any other provision contained in this contract or special conditions, the Vendor can rescind this contract if the Vendor is on reasonable grounds unable or unwilling to comply with any requisition or claim for compensation made by the Purchaser.
- 62. The Purchaser enters this contract without relying on any warranties or promises made by or on behalf of the Vendor and agrees that this contract shall be the whole of the agreement between the parties.
- 63. Clause 30 of the printed contract is deleted in its entirety and replaced by "This Conveyancing transaction is not to be conducted as an electronic transaction".
- 64. LAND TAX CERTIFICATE
 - 64.1 The Vendor will serve a current Land Tax Certificate on the Purchaser, at least 14 days prior to settlement.
 - 64.2 Should the Vendor fail to serve a current Land Tax Certificate on the Purchaser within this timeframe, the Purchaser does not have to complete earlier than 14 days after service of the certificate.
 - 64.3 The Vendor will obtain and serve a clear Land Tax Certificate on or before settlement.

Corporate Purchaser – Director’s Guarantee

In consideration of the execution of this contract by the Vendor the persons named as follows:

of
and
of

(hereinafter collectively referred to as “the Guarantors”) hereby jointly and severally guarantee the due performance and observance by the Purchaser of all the obligations contained in or arising out of this contract. This Guarantee shall be a principal obligation as between the Guarantors and the Vendor and shall not be affected by any claim which the Purchaser may have or claim to have against the Vendor on any account whatsoever. The liability of the Guarantors hereunder shall not be impaired by:

- 1.1 the Vendor granting time or indulgence to the Purchaser; or
- 1.2 the Purchaser being wound up or passing a resolution for its liquidation or by the appointment of a receiver thereof; or
- 1.3 by the Vendor waiving any breach or default by the Purchaser or the Guarantors; or
- 1.4 by the Purchaser or any Guarantor being a natural person becoming bankrupt or entering into any composition or arrangement with his creditors or assigning his estate or any party thereof for the benefit of creditors or becoming of unsound mind or dying.

Nothing in this agreement shall be construed as a requirement that the Guarantors consent to or be made aware of any transaction between the Vendor and the Purchaser including any variation release or compromise of the obligations of the Purchaser.

No payment shall operate to discharge or reduce the Guarantors’ liability if such payment is voidable as a preference under any law relating to bankruptcy or the winding up of the company and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantors hereunder.

The Guarantors’ liability hereunder shall not be effected by any claim or right to set off or cross-action which the Purchaser may have or claim to have against the Vendor or any account whatsoever nor shall the Guarantors be entitled to any set off against the Vendor.

In order to give full effect to the provisions of this Guarantee, the Guarantors hereby:

- 5.1 covenant that in the event of the bankruptcy or liquidation of the Purchaser or any Guarantor, the Guarantors will not prove in any such

bankruptcy or liquidation in competition with the Vendor AND (so long as any moneys remain owing to the Vendor) the Guarantors hereby irrevocably authorise the Vendor to prove as the Guarantors' attorney for all moneys which the Guarantors have paid on behalf of the Purchaser which the Guarantors may be entitled to by way of contribution from any other Guarantor AND to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any amounts so received until the Vendor shall with the aid thereof have been paid one hundred (100) cents in the dollar in respect of the indebtedness of the Purchaser or the Guarantors as the case may be. The Guarantors hereby waive in favour of the Vendor all rights whatsoever which the Guarantors may at any time have against the Vendor, the Purchaser and any other Guarantor or any other person estate and asset so far as necessary to give effect to this paragraph;

5.2 waive all rights inconsistent with the provision hereof including rights as to contribution, marshalling, consolidation and subrogation which the Guarantors might otherwise as surety be entitled to claim and enforce; and

5.3 agree, notwithstanding any presumption or principle of law to the contrary, that the Vendor may in relation to any one or more Guarantor enter into a covenant not to sue, compound, grant a full or partial or conditional release, issue process, sign judgment, participate in any official management, prove in any bankruptcy scheme or liquidation or do any other act matter or thing in respect of that Guarantor or the whole or any part of any Guarantors' liability without thereby in any way impairing or reducing the liability of the other Guarantor for the whole of the obligations of the Purchaser as aforesaid.

6 The Guarantors acknowledge that prior to execution hereunder that they have read and understood the terms and conditions of the Contract for Sale in its entirety and as evidence thereof have signed their names hereto.

SIGNED by the Guarantor)
in the presence of:)

.....
Witness

SIGNED by the Guarantor)
in the presence of)

.....
Witness

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S40162/1	Unit 1, 62 WILLIS ST KINGSFORD 2032	\$451 852

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

Yours sincerely,



Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

The outstanding tax must be paid to clear a certificate. To do this, follow the steps shown on the certificate or contact Revenue NSW. Please allow 10 working days for your request to be processed.

How do I get an updated certificate?

A certificate can be updated by using our online clearance certificate service at www.revenue.nsw.gov.au, or by re-processing the certificate through your Client Service Provider (CSP).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 9761 4956
Help in community languages is available.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 AND SECTION 7(3) OF THE STRATA TITLES ACT, 1973.

PLAN: S.P. 40162 (E) Part 1

Sheet 1 of 1 sheet
Plan of part of Portion 793 covered by Council Clerk's certificate
No. 772/62/STS-25/91 of 62 WILLIS ST.
KINGSFORD of 29-10-1991

Full name and address of the proprietor of the land.

ARTHUR LEO and CO. PTY LIMITED
of 29 Bruce Street, Kogarah Bay 2217

1. Identity of restriction firstly referred to in above plan.

Restriction as to user.

Schedule of Lots etc referred to and affected.

Lot burdened

Lot, name of Road or Authority benefited

Part Portion 793
(now C.P./S.P. 40162)

The Council of the Municipality of Randwick.

Part 2

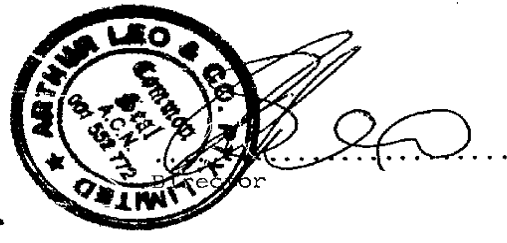
1. Terms of restriction as to user firstly referred to in above plan

The restriction as to user is to apply to the constructed stormwater detention chamber shown marked ABCDEF on the location plan forming part of the above plan covered by the Council Clerk's certificate.
No works which could affect the design function of the detention system shall be permitted to be carried out without the prior consent, in writing, of the Randwick Municipal Council.

Name of Authority whose consent is required to release, vary or modify the above mentioned Restriction as to User.

THE COUNCIL OF THE MUNICIPALITY OF RANDWICK

The COMMON SEAL of ARTHUR LEO and CO PTY LIMITED was hereunto affixed by resolution of the Directors and in the presence of:
.....Secretary



Approved by Randwick Municipal Council

[Signature]
/ Town Clerk

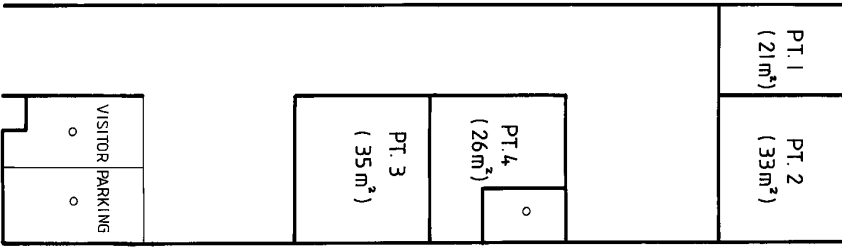
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

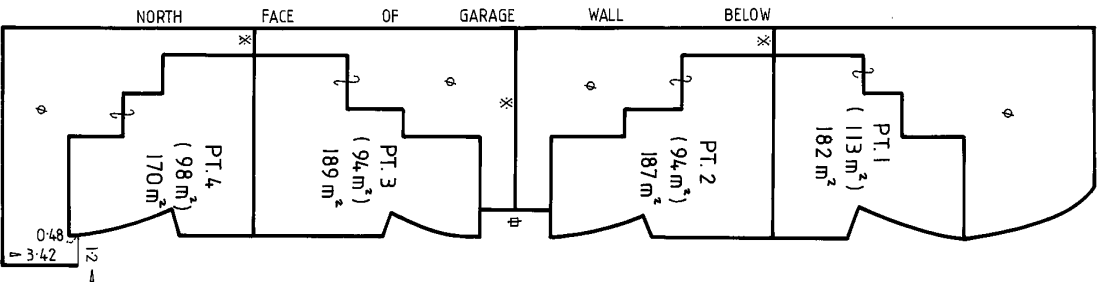
Sheet No. 2 of 2 Sheets

AREAS ARE APPROXIMATE AND INCLUDE AREA OF COURTYARDS AND BALCONIES.
 COURTYARDS RESTRICTED TO A DEPTH OF 2 BELOW OR TO THE UPPER CONCRETE SURFACE LEVEL OF THE GARAGE ROOF BELOW AND TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF THE TOWNHOUSE TO WHICH THEY ARE ATTACHED, EXCEPT WHERE COVERED.
 BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

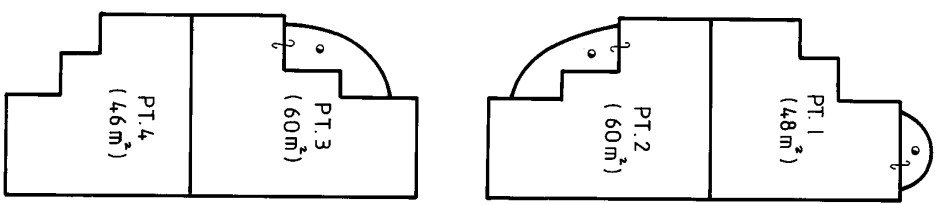
BASEMENT GARAGES



GROUND FLOOR



FIRST FLOOR



STRATA PLAN 40162

- BALCONY
- COURTYARD
- COMMON PROPERTY
- * WEST FACE OF GARAGE ROOF BELOW
- ⊥ FROM WEST FACE OF WALL FROM SOUTH FACE OF WALL SOUTH FACE OF GARAGE ROOF BELOW

SCHEDULE OF UNIT ENTITLEMENTS

LOT N°	UNIT ENTITLEMENT
1	4
2	5
3	5
4	4
AGGREGATE	18

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: 90230

Council Clerk





ADORA QUINTANA
C/o JOSEPH BLANCO
SHOP 2
491 ANZAC PARADE
KINGSFORD NSW 2032

Our reference: 2410192505172
Phone: 13 28 66

18 January 2019

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ADORA

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

Reference number	2410192505172
Vendor name	ADORA CABANDOG QUINTANA
Vendor address	UNIT 1 62 WILLIS STREET KINGSFORD NSW 2032
Clearance certificate period	17 January 2019 to 17 January 2020

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

Alison Lendon
Deputy Commissioner of Taxation

NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.