

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Soliform Property Level 3, 162 Goulburn Street SURRY HILLS NSW 2010	P: 9261 0011 Ref: Simon Hohnen Mob: 0411 444 599 E: simon@soliform.com.au
vendor	CHRISTINE IMPERIAL NELSON and KARL CHRISTOPHER NELSON	
vendor's solicitor	Colin Dunston, Solicitor Level 11, 65 York Street SYDNEY NSW 2000	Phone: 02 9188 9621 Email: colin@dunstonsolicitor.com.au Postal Address: PO Box 228, KILLARA NSW 2071
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	UNIT 48, 267-277 CASTLEREAGH STREET, SYDNEY Lot 48 SP40414 being the whole of the land in Certificate of Title Folio Identifier 48/SP40414	

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:

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

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	
	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens		
		<input type="checkbox"/> other:		
exclusions	Nil			
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date	2022	(if not stated, the date this contract was made)		

Vendor		GST AMOUNT (optional)
Sign on Page 1A		The price includes GST of: \$

Purchaser JOINT TENANTS tenants in common in unequal shares
 Sign on Page 1A

Choices

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

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

Electronic transaction (clause 30) no YES

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

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

Land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes not applicable

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-

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)
 Purchaser must make a **GSTRW payment** NO yes (if yes, vendor must provide further details)

(GST residential withholding payment)
 If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

Is any of the consideration not expressed as an amount in money? NO yes
 If "yes", the GST inclusive market value of the non-monetary consideration: \$

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

CERTIFICATE PURSUANT TO S. 66W

I,
of

certify as follows:-

1. I am a solicitor/licensed conveyancer (*delete where inapplicable*) currently admitted to practice in New South Wales
2. I am giving this certificate in accordance with s.66W of the Conveyancing Act, 1919 with reference to a contract for the sale of the property referred to in Item 1 of the Schedule hereto ("Property") from the Vendor referred to in Item 2 of the Schedule hereto ("Vendor") to the Purchaser referred to in Item 3 of the Schedule hereto ("Purchaser") in order that there is no cooling off period in relation to that contract.
3. I do not act for the Vendor (or any of them) and am not employed in the legal practice of a solicitor acting for the Vendor (or any of them) nor am I a member or employee of a firm of which a solicitor acting for the Vendor (or any of them) is a member or employee.
4. I have explained to the Purchaser (and where the Purchaser comprises more than one person or party, to each of them; and where the Purchaser or any of them is a corporation, to an officer of the corporation or a person involved in the management of its affairs):
 - (i) The effect of the Contract for the purchase of the Property.
 - (ii) The nature of this certificate.
 - (iii) That the effect of giving this certificate to the Vendor is that there is no cooling off period in relation to the Contract.

SCHEDULE

Item 1 (Property) : **UNIT 48, 267-277 CASTLEREAGH STREET, SYDNEY**

Item 2 (Vendor) : **CHRISTINE IMPERIAL NELSON and
KARL CHRISTOPHER NELSON**

Item 3 (Purchaser) :

Dated: day of 2022

.....
Solicitor/ Licensed Conveyancer

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is NO COOLING OFF PERIOD:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under s14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

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

- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's* *solicitor*;
- 20.6.3 served if it is served on the *party's* *solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s 170 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*.

- 23.11 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.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party* serving notice of the event happening;
- every *party* who has the benefit of the provision serving notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is an *electronic transaction*;

30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.

30.2 However, this *Conveyancing Transaction* is ~~not~~ to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* –

- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and

30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.

- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules discharging mortgagee* the rules made under s12E of the Real Property Act 1900; any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL effective date* the Electronic Conveyancing National Law (NSW); the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
- electronic transaction* a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *EN* and in accordance with the *ECNL* and the *participation rules*;
- electronically tradeable* a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules*;
- incoming mortgagee* any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
- mortgagee details* the details which a *party to the electronic transaction* must provide about any *discharging mortgagee of the property* as at completion;
- participation rules populate title data* the participation rules as determined by the *ECNL*; to complete data fields in the *Electronic Workspace*; and the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

- (c) Within five business days of the contract date, each party must provide the other party with the original contract signed by the that party. Paragraph (c) will not apply to a party who has properly executed this contract by using DocuSign.
- (d) For the purposes of the Electronic Transactions Act 1999 (C'th) and the Electronic Transaction Act 2000 (NSW), each of the parties consents to receiving and sending this contract electronically.

34.7 **Service by email**

Amend Clause 20.6.5 to read "served if it is sent by email. If sent prior to 5 p.m. on any business day then is it deemed to have been received that day. If sent after 5 p.m. then it will be deemed to be received on the next business day".

35. **Purchaser's Acknowledgements**

Subject to Section 52A(2)(b) of the Conveyancing Act, 1919 and the regulations under that Act the purchaser acknowledges and agrees that:

- 35.1 the purchaser purchases the property:
 - (a) relying on the purchaser's own knowledge, inspection and enquiries; and
 - (b) in its existing condition and state of repair and subject to all infestations and dilapidation;
- 35.2 any warranties by or on behalf of the vendor, express or implied, as to any purpose for which the property, or for which any building which is or may be erected on the property, can be used are expressly negated;
- 35.3 the purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of any of the following matters:
 - (a) the presence on the property of any sewer, manhole, vent, mains, connections, wires, pipes, conduits, channels or distributors with respect to any service as referred to in brackets in clause 10.1.2;
 - (b) any roof and/or yard water drainage or pipe being connected to the sewer;
 - (c) whether or not any improvements have been constructed over or adjacent to the sewer main or other installations of Sydney Water Corporation (or other competent authority) and whether or not any approvals for such construction have been obtained and whether or not any conditions of any approval have been complied with.

36. **Death, Mental Illness, Liquidation, etc.**

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 clause not been included, should the purchaser (or, where the purchaser comprises more than one person, any of them) prior to completion:

- (a) die or become mentally ill then the vendor can rescind by serving notice on the purchaser's solicitor; or
- (b) as debtor, enter into any composition under Part X of the Bankruptcy Act 1966 (Commonwealth) or, being a body corporate, resolve to go into liquidation or be subject to an application for its winding up made to the Court or enter into any compromise or arrangement with its creditors under the Corporations Law or other applicable law or should any liquidator, provisional liquidator, receiver, receiver and manager or official manager be appointed in respect of the purchaser, then the purchaser shall immediately and without notice be in breach of this contract in an essential respect.

40.4 It is an essential term of this contract that such interest is paid to the vendor on completion and the purchaser is not entitled to require the vendor to complete unless such interest is so paid.

41. Condition of Property

The Vendor does not warrant that the property and any improvements are for any particular purpose and the Purchaser acknowledges that prior to the execution hereof he has carried out such inspections of the property and improvements as he may require and that the property and improvements and the items comprised in "Inclusions" are being purchased by him subject to any fault, defects or lack of repair (whether latent or patent) that may be found to exist after the date hereof. No objections requisition or claim for compensation shall be made by the Purchaser in respect of any such faults defects or lack of repair.

42. Lower Deposit upon Exchange

Notwithstanding anything else also herein contained the vendor agrees to enter into this agreement upon payment of a deposit equivalent to five per cent (5%) of the price. In the event that this agreement is terminated due to default of the purchaser the purchaser shall pay forthwith to the vendor such sum as when added to the deposit paid hereunder amounts to 10% of the purchase price. The vendor shall be entitled to recover such sum from the purchaser as a liquidated debt.

Notwithstanding any other provision to the contrary in the event of the settlement of this matter in the normal course, the vendor will be entitled to all interest earned on the investment of the deposit.

43. Dealing AR868595

The purchaser acknowledges receiving from the Vendor an electronic copy of Dealing AR868595 (being Consolidation of By-Laws for SP40414) comprising 363 pages which is hereby deemed to be part of the Contract entered into by the parties.

The purchaser will make no requisition, objection or claim for compensation in respect of the non-inclusion of a paper copy of Dealing AR868595 in the formal Contract or in respect of any matter or thing disclosed in that dealing.



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 48/SP40414

<u>SEARCH DATE</u>	<u>TIME</u>	<u>EDITION NO</u>	<u>DATE</u>
17/3/2022	10:00 PM	6	10/11/2021

LAND

LOT 48 IN STRATA PLAN 40414
AT SYDNEY
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

CHRISTINE IMPERIAL NELSON
IN 1/2 SHARE
KARL CHRISTOPHER NELSON
IN 1/2 SHARE
AS TENANTS IN COMMON (AE AR601295)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP40414
- 2 SP40414 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF A BY-LAW INTENDED TO BE CREATED
PURSUANT TO SECTION 58(7B) OF THE STRATA TITLES ACT 1973.**

(see Instructions for Completion on back of form)

ANNEXURE "A"

SHEET 1 of 3 Sheets

Note (a)

Plan

SP 40414

Strata Plan 40414

Strata Plan covered by Council Clerk's Certificate number 40/88
and dated 12th October, 1988

Full name and address of registered proprietor of the land

MERTON APARTMENTS PTY LIMITED

267-277 Castlereagh Street, Sydney NSW 2000

Note (b)

By-law number and terms

BY-LAW NO. (i)

Notwithstanding the provisions of any other By-Law the proprietor for the time being of Lot 121 shall have and be entitled to the right of exclusive use and enjoyment of those parts of the common property as are hatched on the plan annexed hereto marked (i) subject to the condition that such proprietor shall be directly responsible for the proper maintenance and keeping in a state of good and serviceable repair of such parts of the common property.

To the extent not prohibited by the Strata Titles Act, 1973, this by-law shall, while it remains in force, inure as appurtenant to, and continue to operate for the benefit of, Lot 121 and the proprietor or the proprietors thereof for the time being and all persons duly authorised by them or any of them from time to time and is binding upon the proprietor or proprietors for time being of such lot.

Note (c)

Signature(s)

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

The Common seal of:-

MERTON APARTMENTS PTY. LIMITED.....

was hereunto affixed by authority of the
Board of Directors in the presence of:-

Name of Witness

Address and Occupation of Witness



[Handwritten Signature]
DIRECTOR

SECRETARY
Registered Proprietor

REGISTERED  DT 3.1.1992

OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF A BY-LAW INTENDED TO BE CREATED
PURSUANT TO SECTION 58(7B) OF THE STRATA TITLES ACT 1973.**

ANNEXURE "A"

(see Instructions for Completion on back of form)

SHEET 3 of 3 Sheets

Note (a)

Plan SP 40414

Strata Plan 40414

Strata Plan covered by Council Clerk's Certificate number 40/88
dated 12th October, 1988

Full name and address of registered proprietor of the land

MERITON APARTMENTS PTY LIMITED

267-277 Castlereagh Street, Sydney NSW 2000

Note (b)

By-law number and terms BY-LAW NO. (ii)

The Proprietors of the lots shall retain the services of a security guard upon the common property 24 hours per day Seven (7) days per week and sufficient monies shall be allocated in each years budget to cover the cost of the service.

Note (c)

Signature(s)

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

The Common Seal of:-

MERITON APARTMENTS PTY LIMITED

was hereunto affixed by authority of the

Board of Directors in the presence of:-

Name of Witness

Address and Occupation of Witness


DIRECTOR SECRETARY



Registered Proprietor

REGISTERED  DT 3.1.1992

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP40414

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 22035) (CONTINUED)

STRATA PLAN 40414

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 99	10	- 99	11	- 104	12	- 104
13	- 104	14	- 104	15	- 104	16	- 109
17	- 109	18	- 109	19	- 109	20	- 109
21	- 114	22	- 114	23	- 114	24	- 114
25	- 114	26	- 119	27	- 119	28	- 119
29	- 119	30	- 119	31	- 124	32	- 124
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73	- 164	74	- 164	75	- 164	76	- 169
77	- 169	78	- 169	79	- 169	80	- 169
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85	- 179	86	- 209	87	- 209	88	- 179
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113	- 214	114	- 249	115	- 249	116	- 214
117	- 219	118	- 259	119	- 259	120	- 219
121	- SP66740	122	- SP66740	123	- SP66740	124	- 169
125	- 139	126	- 149	127	- 149	128	- 139
129	- 149	130	- 139	131	- 89	132	- 299

STRATA PLAN 66740

LOT	ENT	LOT	ENT	LOT	ENT
133	- SP78425	134	- SP77216	135	- SP77216

STRATA PLAN 77216

LOT	ENT	LOT	ENT
136	- 189	137	- SP78425

STRATA PLAN 78425

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
138	- 73	139	- 57	140	- 89	141	- 92
142	- 136	143	- 93	144	- 110	145	- 121

END OF PAGE 2 - CONTINUED OVER

220019

PRINTED ON 17/3/2022

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

COUNCIL'S CERTIFICATE
SYDNEY
 The Council of the City of Cumberland, Sydney, having satisfied itself that the requirements of the Strata Title Act 1973 have been complied with, do hereby certify that the following plan is a valid plan for the purposes of the Act:
 Plan No. DP 620730
 Castlereagh Street
 Date: 12th October, 1988
 Authorised by: 40/88
 Deputy Town Clerk

SUBJECT'S CERTIFICATE
JOHN BOULTON-WHITE
67-69 KIMBERLEY RD, HURSTVILLE
 I, the undersigned, being the registered proprietor of the land described in the above certificate, do hereby certify that the following plan is a valid plan for the purposes of the Act:
 Plan No. DP 620730
 Castlereagh Street
 Date: 12th October, 1988
 Authorised by: 40/88
 Deputy Town Clerk

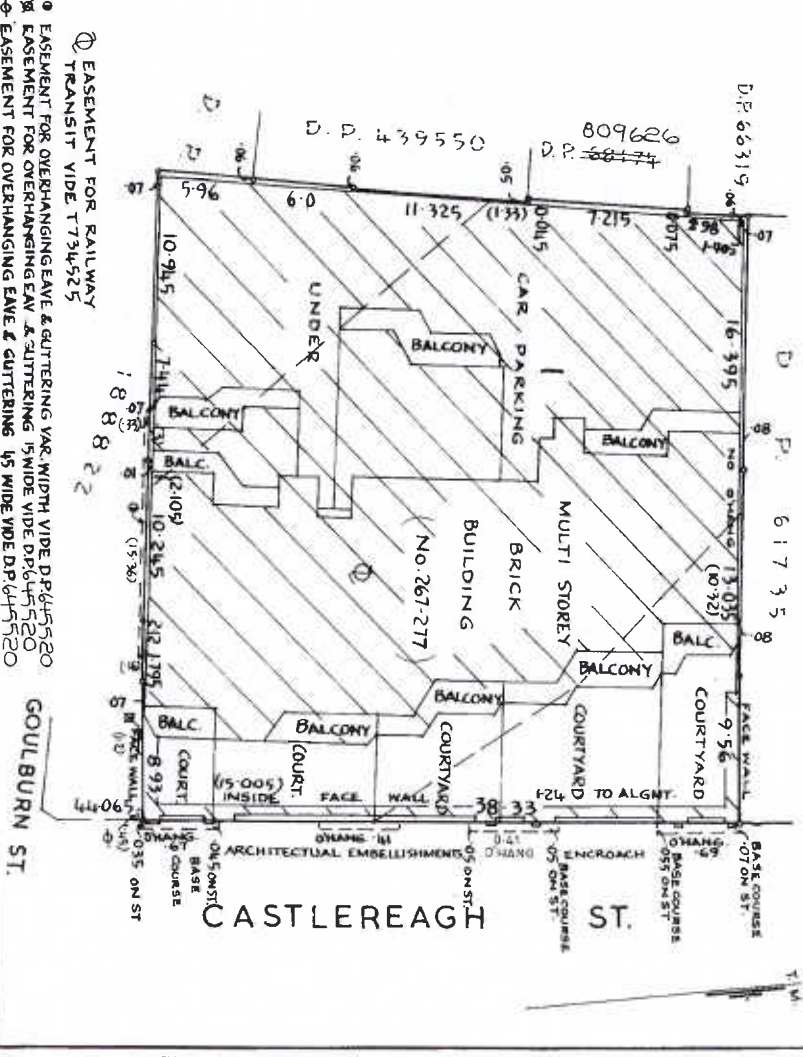
Signatures, seals and statements of intention to create easements or restrictions as to user.
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT AND SECTION 7(3) OF THE STRATA TITLES ACT IT IS INTENDED TO CREATE 1 RESTRICTION AS TO USER.

[Handwritten signatures and stamps]

PLAN OF LOT 1 IN D.P. 620730
 Main/State City: SYDNEY
 Locality: SYDNEY
 Parish: ST LAWRENCE
 County: CUMBERLAND
 Reduction Ratio: 1:300
 Lengths are in metres

STRATA PLAN 40414
 Registered: DTG 11992
 CA No 40/88 OF 12.10.1988
 Purpose: STRATA PLAN
 Ref Map: U1845-4122 #
 Last Plan: DP 620730

Name of, and address for service of notices on, the body corporate:
 THE PROPRIETORS STRATA PLAN No 40414
 No 267-277 CASTLEREAGH ST, SYDNEY, 2000



SURVEYOR'S REFERENCE: 109869

Plan Drawing only to appear in this space

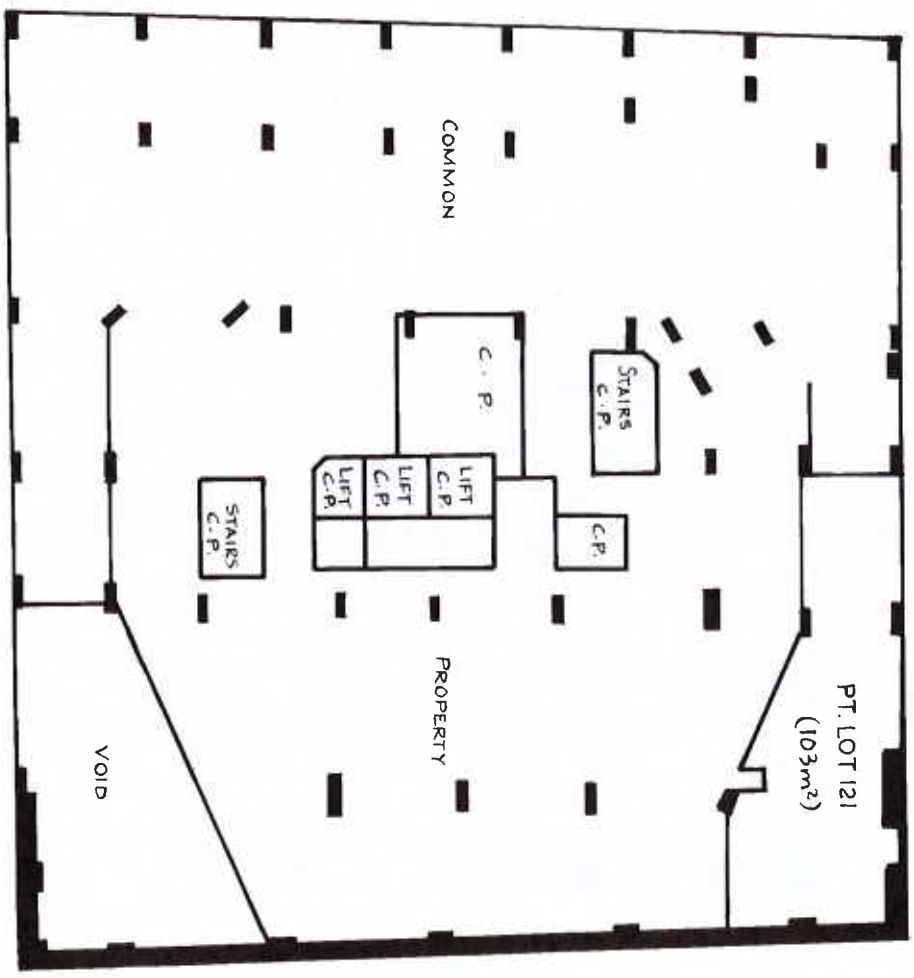
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 24 Sheets

LOWER GROUND LEVEL

STRATA PLAN 40414



ALL AREAS ARE APPROXIMATE
C.P. DENOTES COMMON PTY.

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
Registered Surveyor

Deputy Town Council Clerk

SURVEYOR'S REFERENCE: 109869

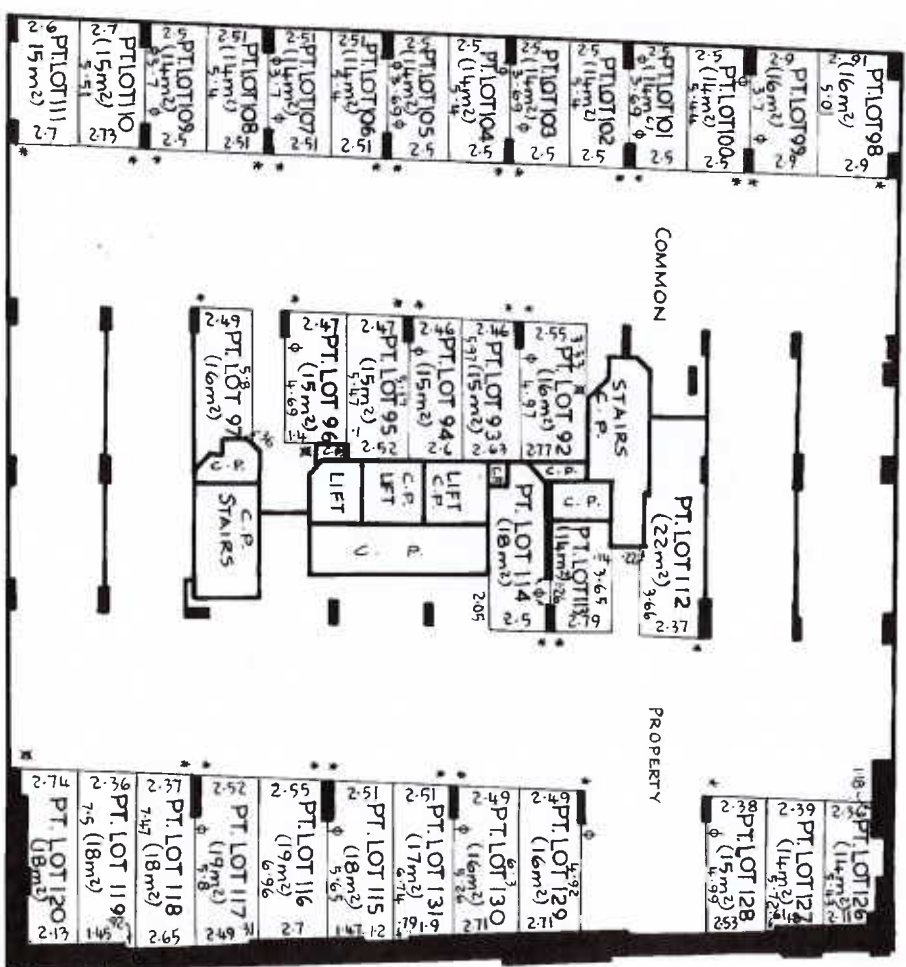


OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 24 Sheets

STRATA PLAN 40414



ALL AREAS ARE APPROXIMATE.
 * CORNER OF COLUMN
 ■ CORNER OF WALL
 C.P. DENOTES COMMON PROPERTY.
 φ CENTRE OF COLUMN AT FACE.

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
 Registered Surveyor

Deputy Town Clerk



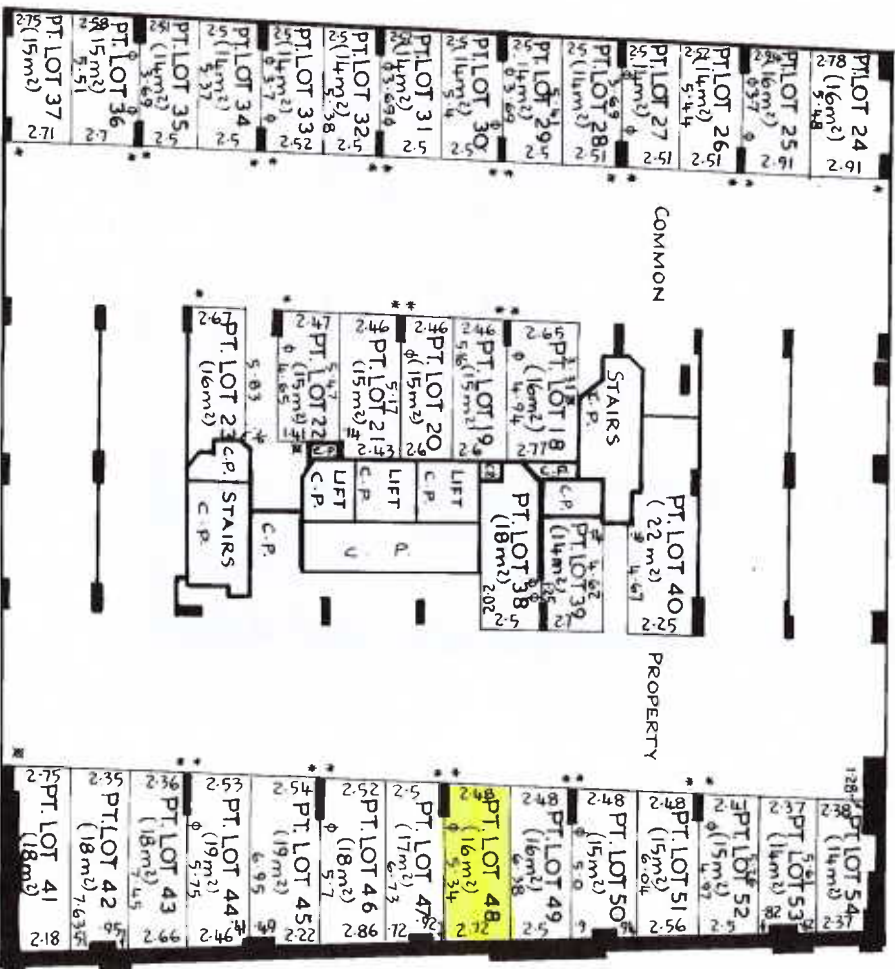
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 24 Sheets

STRATA PLAN 40414

LEVEL 3



ALL AREAS ARE APPROXIMATE.
 C.P. DENOTES COMMON PROPERTY
 * CORNER OF WALL
 * CORNER OF COLUMN
 φ CENTRE OF COLUMN AT FACE

Reduction Ratio 1:200

Lengths are in metres

[Signature]
 Deputing Surveyor

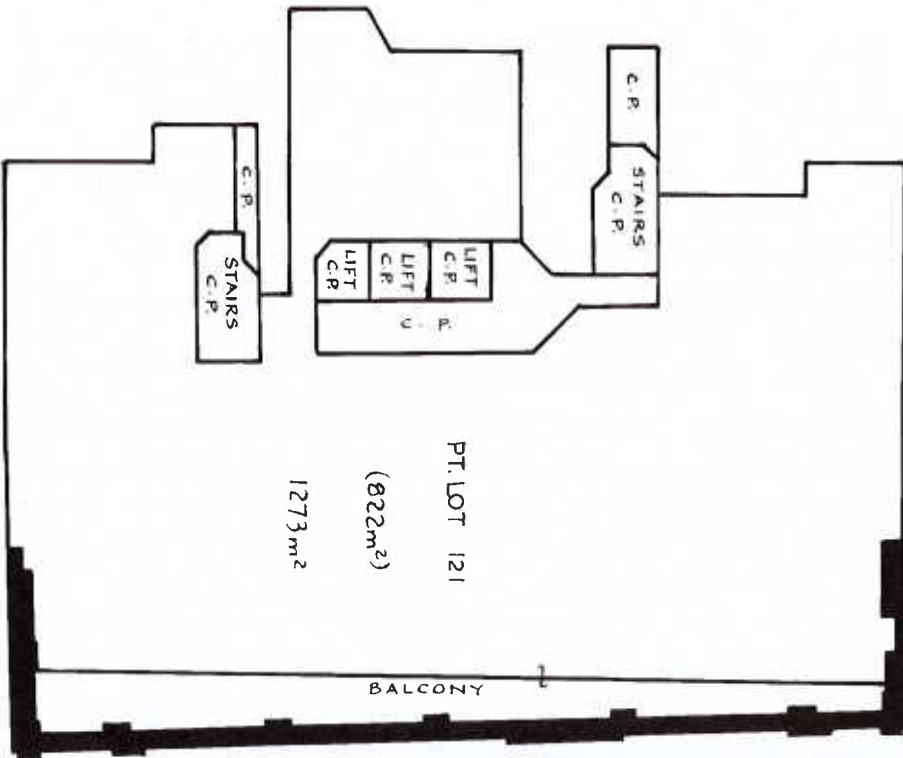
Deputy Town Clerk

SURVYOR'S REFERENCE: 109869

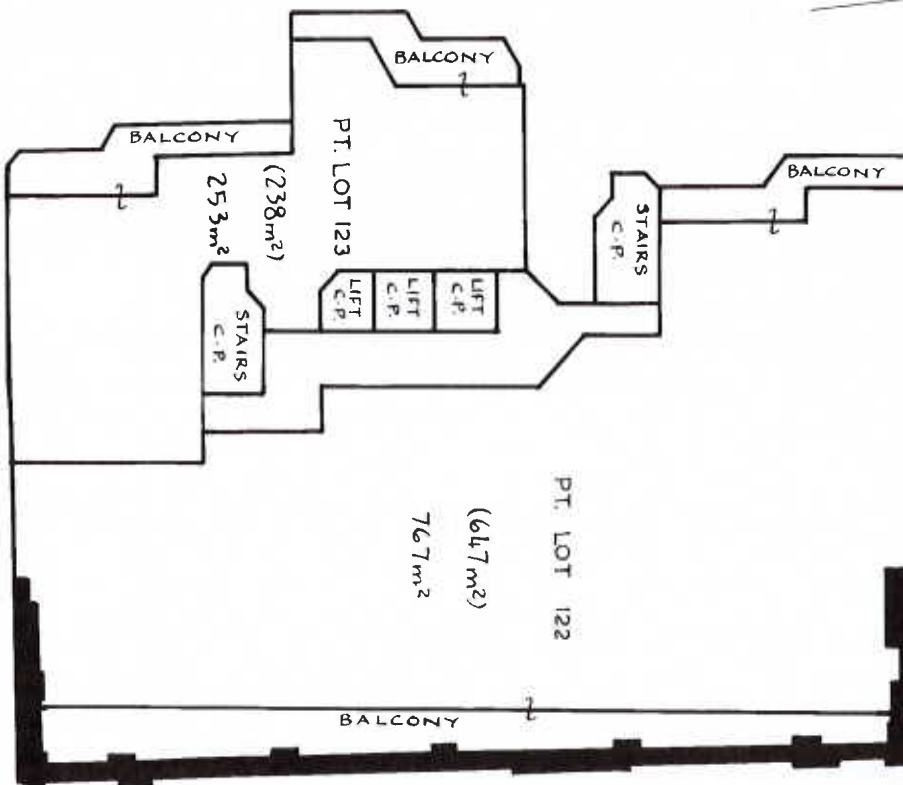
*OFFICE USE ONLY

STRATA PLAN 40414

LEVEL 5



LEVEL 6



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE C.P. DENOTES COMMON PROPERTY

Reduction Ratio 1 : 200

Lengths are in metres

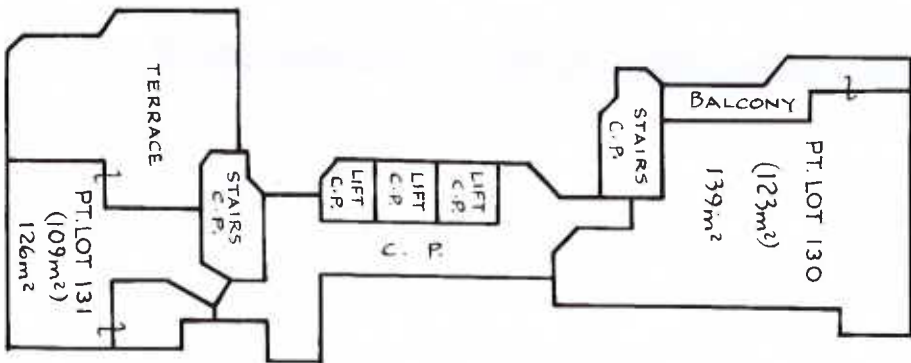
[Signature]
Registered Surveyor
SURVEYOR'S REFERENCE 109869

Deputy Town Council Clerk



STRATA PLAN 40414

LEVEL 9



C.P. DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE.
 THE STRATUM OF THE BALCONIES AND
 TERRACE IS LIMITED IN HEIGHT TO 25
 ABOVE THE UPPER SURFACE OF THEIR
 CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

[Signature]
 Registered Surveyor

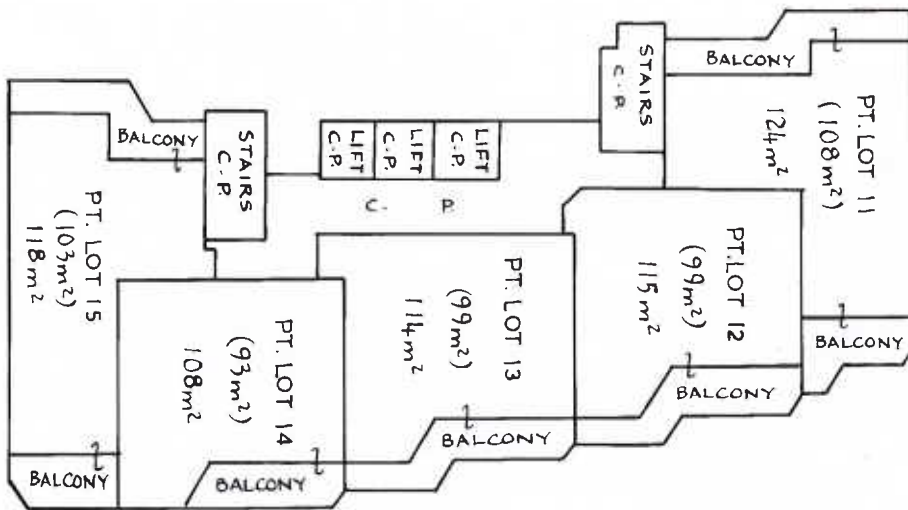
Deputy Town Planner/Clerk

SURVEYOR'S REFERENCE 109869

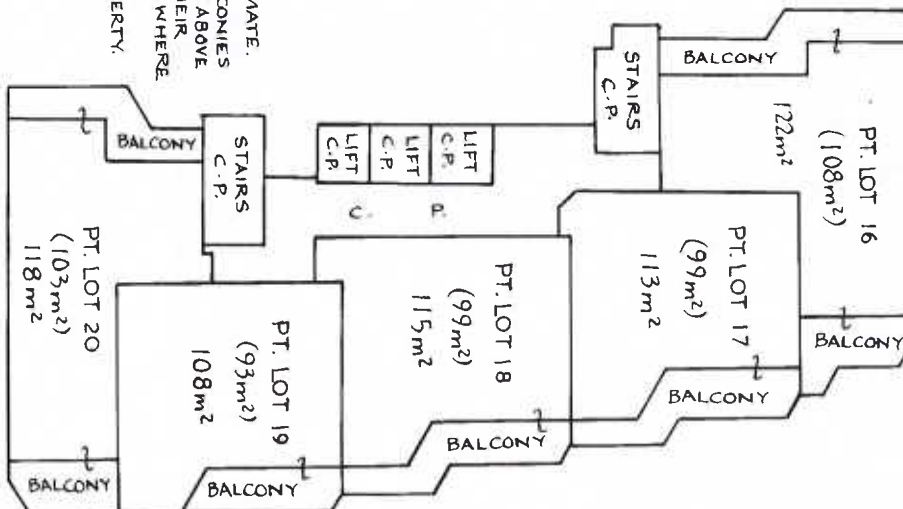


STRATA PLAN 40414

LEVEL 12



LEVEL 13



ALL AREAS ARE APPROXIMATE.
 THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 25 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.
 C.P.R. DENOTES COMMON PROPERTY.

*OFFICE USE ONLY

Reduction Ratio 1:200

Lengths are in metres

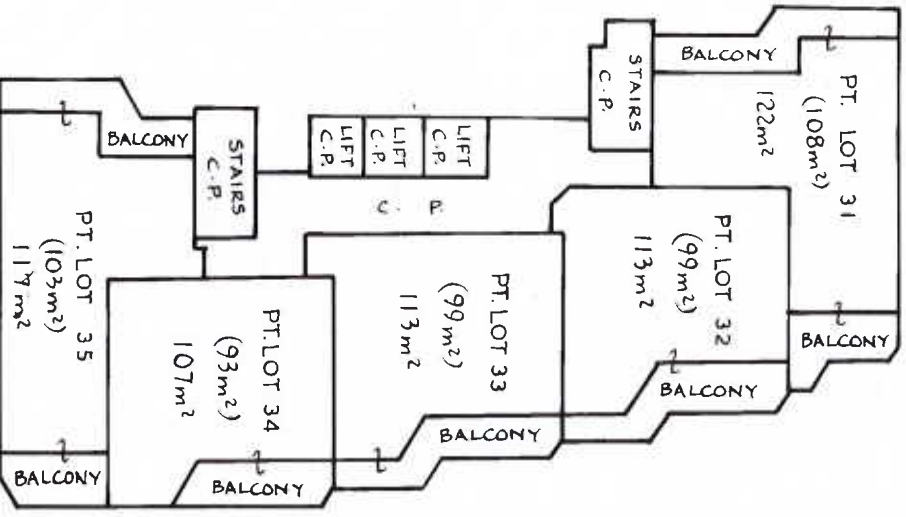
[Signature]
 Registered Surveyor

Deputy Town - Shire of Duval

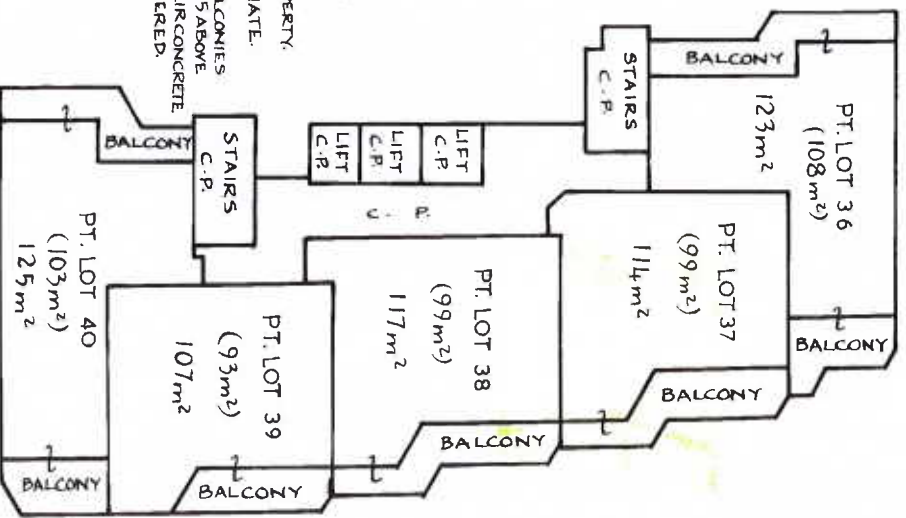


STRATA PLAN 40414

LEVEL 16



LEVEL 17



C.P. DENOTES COMMON PROPERTY.
 ALL AREAS ARE APPROXIMATE.
 THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1:200

Lengths are in metres

SURVEYOR'S REFERENCE: 109869

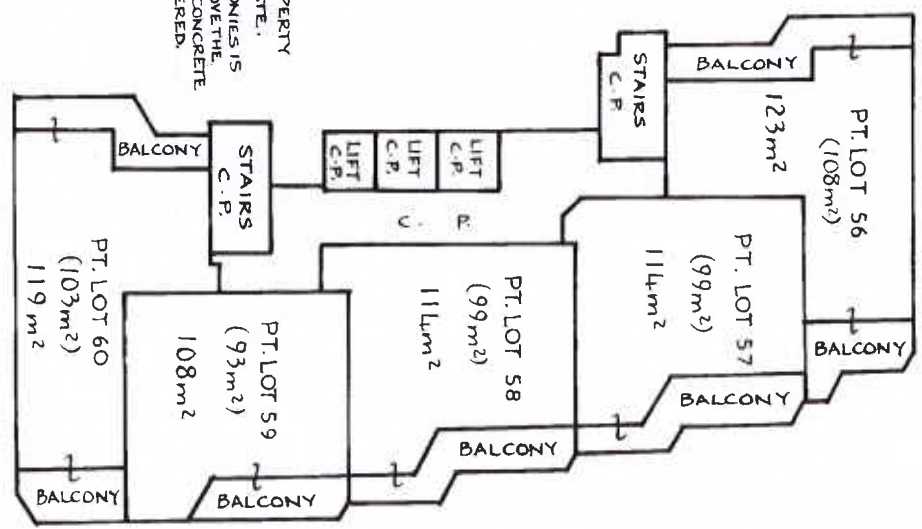
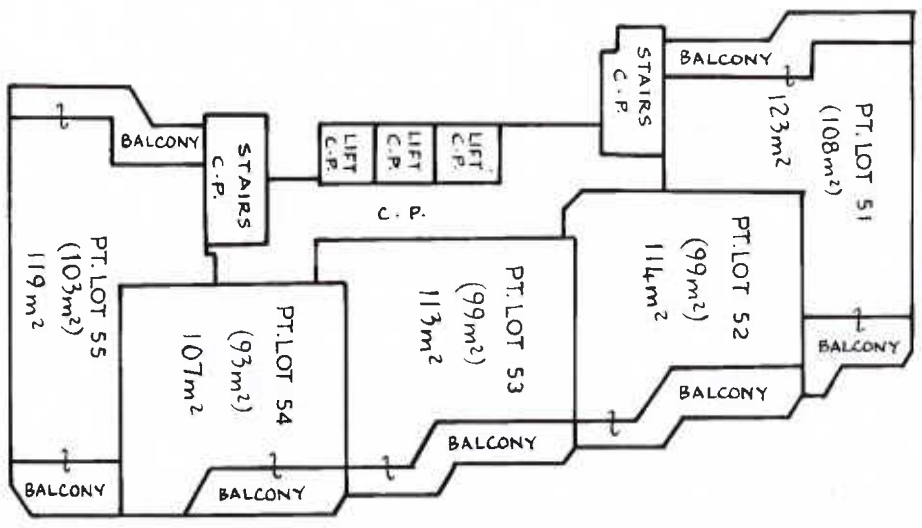
Deputy Surveyor

Deputy Town Planner

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 17 of 24 Sheets

STRATA PLAN 40414



C.P. DENOTES COMMON PROPERTY.
 ALL AREAS ARE APPROXIMATE.
 THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 25 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

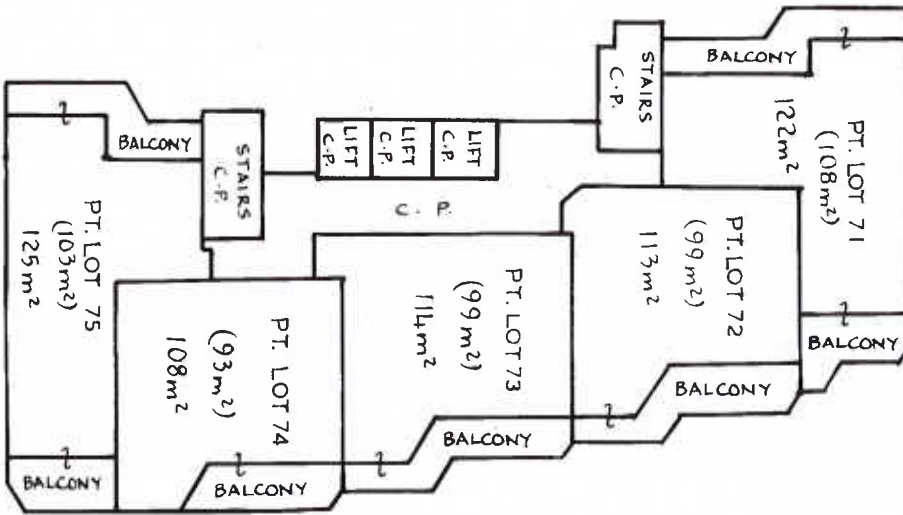
[Signature]
 Deputy Town Clerk

Deputy Town Clerk

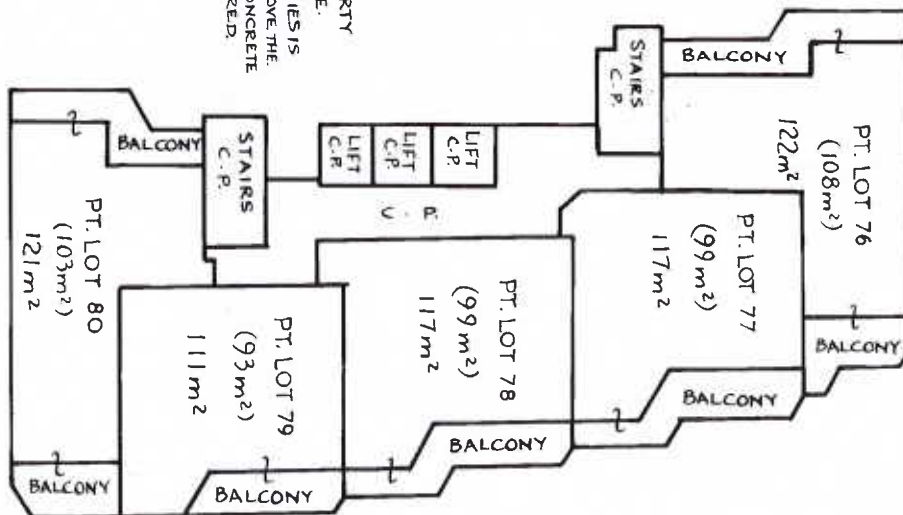
SUPERVISOR'S REFERENCE: 109869

STRATA PLAN 40414

LEVEL 24



LEVEL 25



C.P. DENOTE COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE.
 THE STRATUM OF THE BALCONIES IS
 LIMITED IN HEIGHT TO 2.5 ABOVE THE
 UPPER SURFACE OF THEIR CONCRETE
 FLOOR EXCEPT WHERE COVERED.

*OFFICE USE ONLY

Reduction Ratio 1:200

Lengths are in metres

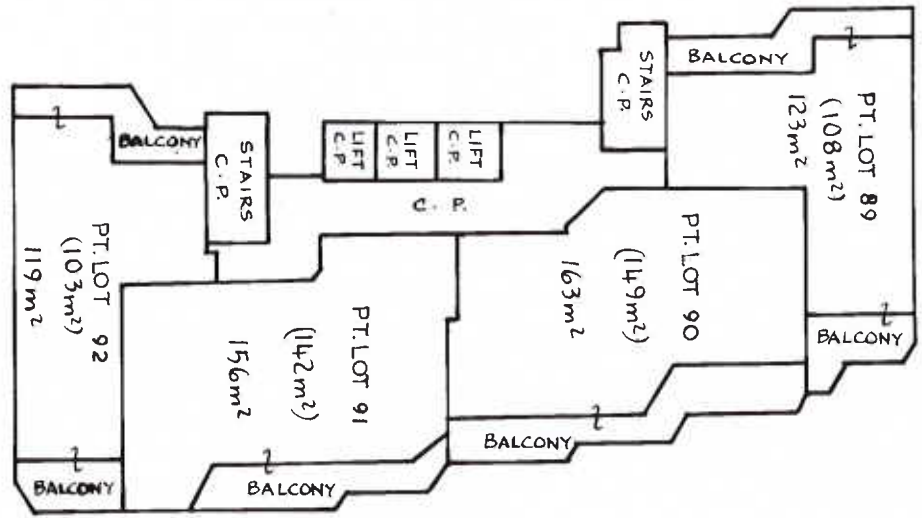
Registered Surveyor

Deputy Town

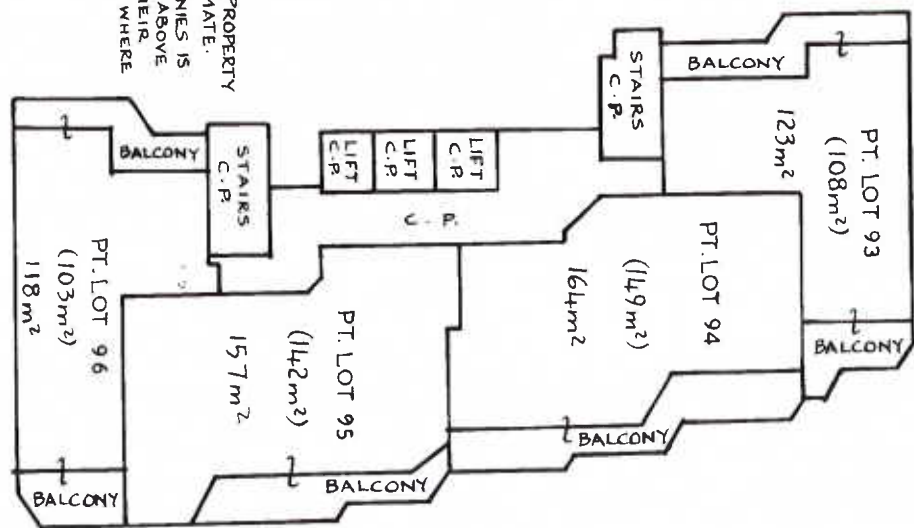


STRATA PLAN 40414

LEVEL 28



LEVEL 29



C.P. DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE.
 THE STRATUM OF THE BALCONIES IS
 LIMITED IN HEIGHT TO 2.5 ABOVE
 THE UPPER SURFACE OF THEIR
 CONCRETE FLOOR EXCEPT WHERE
 COVERED

Reduction Ratio 1: 200

Lengths are in metres

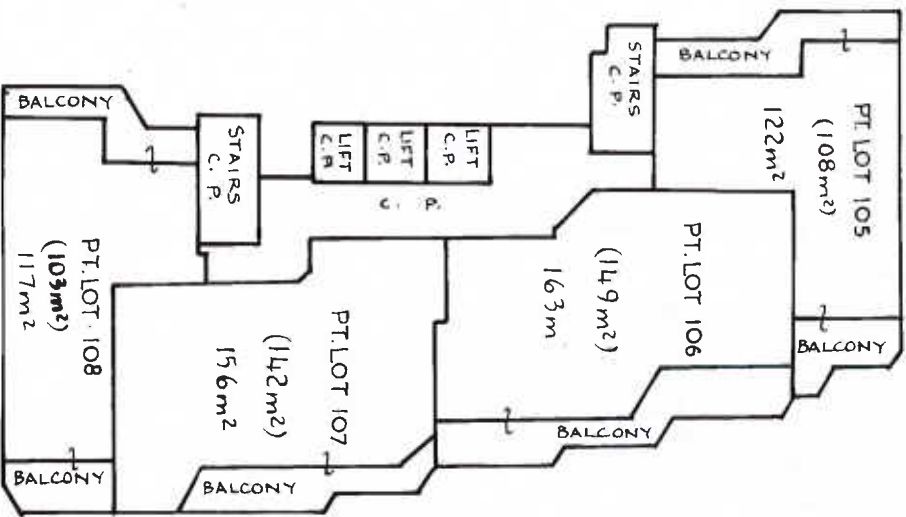
[Signature]
 Deputised Surveyor

Deputy Town Clerk

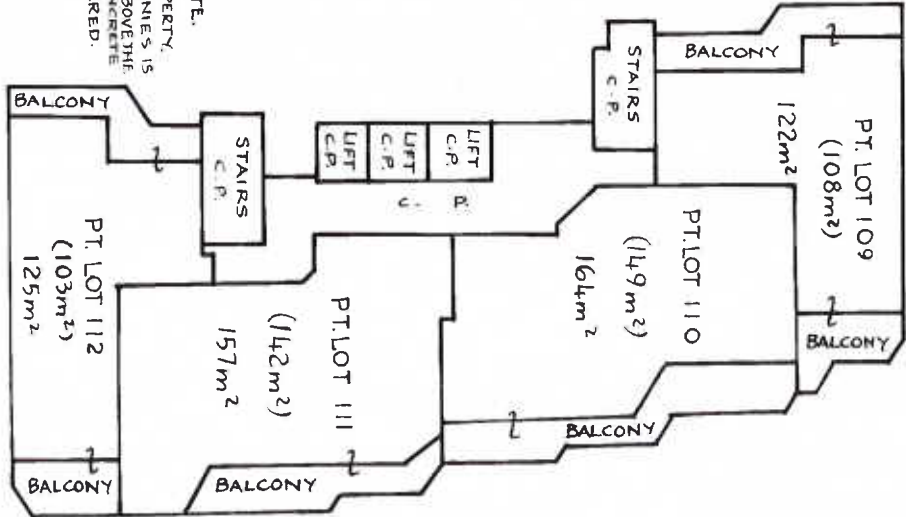


STRATA PLAN 40414

LEVEL 32



LEVEL 33



ALL AREAS ARE APPROXIMATE.
 C.P. DENOTES COMMON PROPERTY.
 THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1 : 200

Lengths are in metres

[Signature]
 Registered Surveyor

Deputy Town Planning Clerk

SURVEYOR'S REFERENCE: 109869

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 1 of 1 Sheets

Plan:

of Subdivision
Plan of Lot 1 in Deposited Plan 620730
Subdivision covered by Council Clerk's
Certificate No. 40/88 of 12-10-1988

SP40414

PART 1

Name and Address of
Proprietor of the land

Meriton Apartments Pty. Limited
267 Castlereagh Street, Sydney

1. Identity of easement
firstly referred to in
abovementioned plan.

Restriction as to User.

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots Benefited

1-120 inclusive

Each other lot in the plan herein.

PART 2

Terms of Restriction as to User firstly referred to in the abovementioned
plan.

No lot shall be used except for Residential purposes.

THE COMMON SEAL of MERITON
APARTMENTS PTY. LIMITED was
hereunto affixed by authority
of the Board of Directors in
the presence of:



[Signature]
.....
Secretary

[Signature]
.....
Director

Approved by the Council of the
City of Sydney

[Signature]
.....

REGISTERED  DT 3.1.1992



PLAN FORM 1

Plan Drawing only to appear in this space

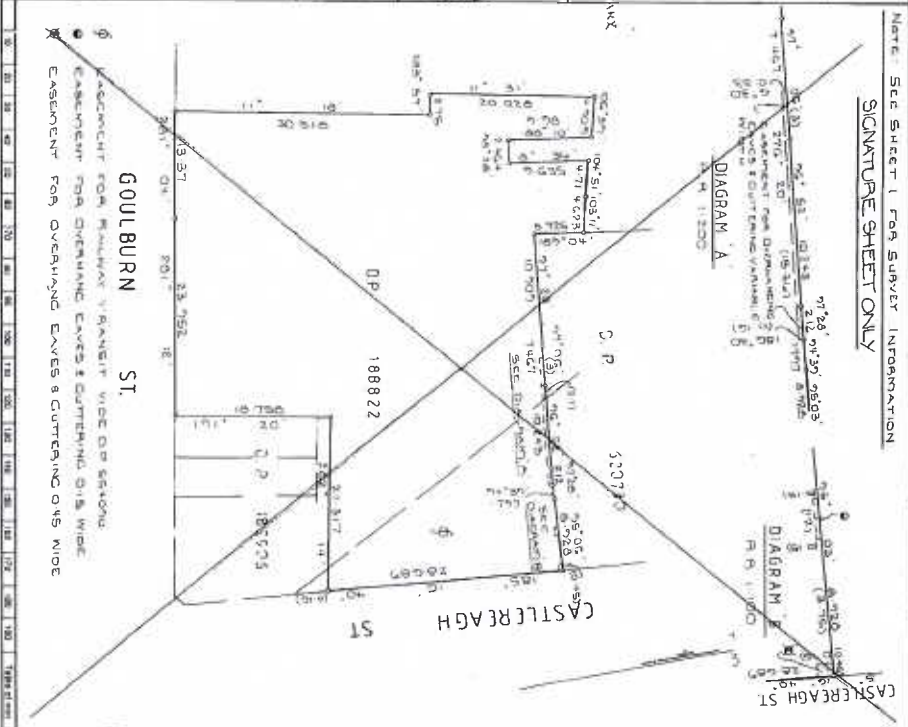
OFFICE USE ONLY

NOTE: SEE SHEET 1 FOR SUBVEY INFORMATION
SIGNATURE SHEET ONLY

REQUIREMENTS FOR THE PREPARATION OF A PLAN FORM 1
 1. THE PLAN MUST BE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS SET OUT IN THIS FORM.
 2. THE PLAN MUST BE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS SET OUT IN THIS FORM.
 3. THE PLAN MUST BE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS SET OUT IN THIS FORM.

CHURCH OF ENGLAND
 1. THE CHURCH OF ENGLAND IS THE PROPRIETOR OF THE LAND SHOWN ON THIS PLAN.
 2. THE CHURCH OF ENGLAND IS THE PROPRIETOR OF THE LAND SHOWN ON THIS PLAN.

CHURCH OF ENGLAND
 1. THE CHURCH OF ENGLAND IS THE PROPRIETOR OF THE LAND SHOWN ON THIS PLAN.
 2. THE CHURCH OF ENGLAND IS THE PROPRIETOR OF THE LAND SHOWN ON THIS PLAN.



WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

DP 645520
 DT 7-1-1992

NAME OF EASTMENT-5-688
OVERHANGING EAVE AND
GUTTERING OVER THE LAND
IN DP 188822

LOCALITY
 SYDNEY

LOCALITY
 SYDNEY

PERSON
 ST LAWRENCE

COMPANY
 COMBICORP

DATE
 DP 188822
 DP 520238
 DP 551080

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 10 January 1992



RP 13A

STAMP DUTY

\$1



1734525

NEW SOUTH WALES

\$ = 01.00

STAMP DUTY

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

OFFICE USE ONLY	
A 1 of 1 X	
\$ 30 E	JG

DESCRIPTION OF LAND
 Note (a)

LAND being transferred

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
Volume 14631 Folio 1	WHOLE	Pa: St. Lawrence Co: Cumberland

TENEMENTS PANEL
 Note (b)

This panel also to be completed for covenants by transferor

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Volume 14631 Folio 1			

TRANSFEROR
 Note (c)

STATE RAIL AUTHORITY of New South Wales	OFFICE USE ONLY N
---	----------------------

Note (d)

(the abovenamed TRANSFEROR) I hereby acknowledges receipt of the consideration of \$ 1,500,000.00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE
 Note (e)

MERITON APARTMENTS PTY LIMITED of 25 Bligh Street, Sydney	OFFICE USE ONLY OVER
---	-------------------------

TENANCY
 Note (e)

as joint tenants/tenants in common

PRIOR ENCUMBRANCES
 Note (f)

subject to the following PRIOR ENCUMBRANCES 1. 2.

Note (g)

AND the TRANSFEROR:-
 (i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto
 (ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (g)

AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE OF TRANSFER, 24.3.83

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
 Note (h)

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

The Common Seal of STATE RAIL

AUTHORITY OF NEW SOUTH WALES

was hereunto affixed in the

presence of;

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

The Common Seal of:-

MERTON APARTMENTS PTY LIMITED

was hereunto affixed by authority of the

Board of Directors in the presence of:

Name of Witness (BLOCK LETTERS)

SBanned
 Address and occupation of Witness SECRETARY

Correct
 Robert W. Thomas
 Assistant Solicitor

[Signature]
 Authorised Officer
 Signature of Transferor

[Signature]
 DIRECTOR
 Signature of Transferee

TO BE COMPLETED BY LODGING PARTY
 Notes (i) and (j)

LODGED BY		LOCATION OF DOCUMENTS	
MERTON APARTMENTS PTY LIMITED 25 BLIGH STREET SYDNEY, N.S.W. 2000 TELEPHONE: 233-1733 DX 1177		CT	OTHER
Delivery Box Number 1056P		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Extra Fee	Checked by	In R.G.O. with	
	GA 1/3	Produced by	
	<i>[Signature]</i>		
REGISTERED 4-11-1983			
Registrar General			

OFFICE USE ONLY

\$30
 S
 RD9

410

CT
 LP

RP 13A

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land.
 - (i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
 - (ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 322 and 327AA of the Local Government Act, 1919.
 - (iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Pt. Limestone Co. Res.
- (b) Tenement panel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 8514 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.
- (c) Show the full name, address and occupation or description.
- (d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.
- (e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.
- (f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.
- (g) Delete whichever words are inappropriate.
- (h) Execution.
 - GENERALLY** (i) Should there be insufficient space for execution of this dealing, use an annexure sheet. The certificate of execution under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
 - ATTORNEY** (ii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. _____ and I declare that I have no notice of the revocation of the said power of attorney".
 - AUTHORITY** (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
 - CORPORATION** (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
- (i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (j) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, probate, L/A for letters of administration, &c.
- (k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.
- (l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.
- (m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.
- (n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

DIRECTION: PROP		FIRST SCHEDULE DIRECTIONS			
No. OF NAMES:					
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) 1	(E) NAME AND DESCRIPTION
	14631/1		ON		MERITON APARTMENTS (PT) LIMITED.
SECOND SCHEDULE & OTHER DIRECTIONS					
(F)	FOLIO IDENTIFIER (SEE SECOND SCHEDULE & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTIFICATION TYPE	(I) DEALING NUMBER	(K) DETAILS
	14631/1	ON		T734525	Easement for railway transit (limited in height) affecting the part of the land above described shown as Proposed Easement for Railway Transit in the plan hereon.

'Annexure 'A' to Request dated 22.8.2017

1/11010

No.	Folio Identifier
1	Volume 2984 Folio 102
2	1/1067328
3	21/827813
4	1/706240
5	1/66428
6	11/868834
7	CP/SP40414
8	1/816173
9	1/203829
10	1/205102
11	Volume 8651 Folio 50
12	Volume 4654 Folio 36
13	10/857070
14	1/1172740
15	24/827813
16	22/827813
17	45/1046932
18	Volume 4813 Folio 62
19	CP/SP83567
20	1/1087249
21	CP/SP46628

NOW AC 2984-102

NOW AC 8651-50
NOW AC 4654-36

NOW AC 4813-62



[Document_Reference]

Where possible, the rail tunnels are located beneath major roads, open space or public buildings. However, this is not always feasible and in some cases the rail tunnels are located beneath privately owned property.

The area of land required under the surface of your Property will depend on a number of factors including the exact proximity of your Property to the rail tunnels. TfNSW will only acquire the amount of land needed to safely construct and provide long term protection for the tunnels. It is important that you are aware that in the majority of cases, acquisition of land under the surface will not affect the future use of your Property.

The tunnels will be positioned at various depths along the rail corridor alignment depending on a number of factors such as land contours, design, environmental and geological conditions. Within these constraints, we endeavour to make the tunnels as deep as possible.

Where can I get more information?

A range of general project information is available at <http://sydneymetro.info>. We have also enclosed two fact sheets – one that answers some frequently asked questions about substratum land acquisition and another that answers questions about tunnelling.

A special tunnel viewer website is also available for you to see the approximate location where the rail corridor will pass under the surface of your Property and how deep the tunnels will be. To view this, please go to www.metroviewer.com.au and use the following username and password:

Username: tunnel

Password: gbe33r (Note: Username and Password are case sensitive)

Once you access the website, you can type in your Property's street address for more information. If you do not have access to the internet, please contact our Place Manager on the details provided below.

What happens next?

We will write to you again shortly with more detailed information on the area under the surface of your Property that TfNSW is proposing to acquire and to commence the acquisition process.

Who can I talk to?

We understand you may have a number of questions regarding substratum acquisition, the acquisition process and tunnel construction. The Sydney Metro project team has appointed a dedicated Place Manager for you to speak to. Your Place Manager is [Place_Manager's] and can be contacted on 1800 171 386 or via email at: sydneymetro@transport.nsw.gov.au. If you have any questions we encourage you to contact your Place Manager.

Yours sincerely

Rodd Staples

Program Director, Sydney Metro

Page 4 of 4



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

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



INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

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

Applicant:	INFOTRACK PTY LIMITED
Your reference:	220019
Address of property:	267-277 Castlereagh Street , SYDNEY NSW 2000
Owner:	THE OWNERS - STRATA PLAN NO 40414
Description of land:	Lot 1 DP 620730, Lots 138-151 SP78425, Lots 1-120 SP 40414, Lots 124-132 SP40414, Lots 136 SP 77216
Certificate No.:	2022303838
Certificate Date:	21/05/22
Receipt No:	0197178
Fee:	\$53.00
Paid:	21/05/22

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

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

CERTIFICATE ENQUIRIES:

Ph: 9265 9333
Fax: 9265 9415

- To promote the efficient and orderly development of land in a compact urban centre.
- To promote a diversity of commercial opportunities varying in size, type and function, including new cultural, social and community facilities.
- To recognise and reinforce the important role that Central Sydney's public spaces, streets and their amenity play in a global city.
- Promote the primary role of the zone as a centre for employment and permit residential and serviced apartment accommodation where they complement employment generating uses.

2 Permitted without consent

Nil

3 Permitted with consent

Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Nil

LOCAL PLANNING CONTROLS

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

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

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

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

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

HERITAGE

Item of Environmental Heritage

(Sydney Local Environmental Plan 2012)

This property has been listed as an Item of Environmental Heritage

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

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

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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

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

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

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

State Environmental Planning Policy (Housing) 2021

The principles of this Policy are as follows—

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	YES
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>).	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	NO
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	NO
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	NO
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	NO
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	NO
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	NO
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	NO
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	NO
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	NO
▪ Clause 1.19(2) & 1.19(3)c Has been identified as land described or otherwise identified on a map specified in Schedule 5, and ceases to have effect on 31 December 2022. (Applies to the Housing Code & Low Rise Housing Diversity Code)	NO

Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may not** be carried out on the land.

Reason why:

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

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

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

(5) Mine Subsidence District

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

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

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

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

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

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

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

(7A) Flood related development controls information.

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

Property is within the flood planning area	NO
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(9) Contribution plans

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

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 th November 2021	YES
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	NO
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 th May 2007	NO
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	

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

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

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

(12) Property vegetation plans

Not Applicable

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

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

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

(3) In this clause:

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

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

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

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

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

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

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

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

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

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

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

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

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street

Sydney

REQUISITIONS ON TITLE

Vendor:

Property:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

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

Adjustments

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

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

Requisitions and transfer

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



NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	7710df9a
Property Address:	267-277 CASTLEREAGH STREET SYDNEY
Date of Registration:	08 February 2018
Type of Pool:	An indoor pool
Description of Pool:	In ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance