

Choices

vendor agrees to accept a **deposit-bond** (clause 3)
proposed electronic transaction (clause 30)

NO yes
 NO yes

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

margin scheme will be used in making the taxable supply

NO yes

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 29 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 30 plan creating strata common property
<input checked="" type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 31 strata by-laws not set out in <i>legislation</i>
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 32 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 33 strata management statement
<input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 34 leasehold strata - lease of lot and common property
<input type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 35 property certificate for neighbourhood property
<input type="checkbox"/> 8 service location diagram (pipes)	<input type="checkbox"/> 36 plan creating neighbourhood property
<input checked="" type="checkbox"/> 9 sewerage service diagram (property sewerage diagram)	<input type="checkbox"/> 37 neighbourhood development contract
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 38 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 39 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 40 plan creating precinct property
<input type="checkbox"/> 13 building certificate given under <i>legislation</i>	<input type="checkbox"/> 41 precinct development contract
<input checked="" type="checkbox"/> 14 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 42 precinct management statement
<input type="checkbox"/> 15 brochure or warning (Home Building Act 1989)	<input type="checkbox"/> 43 property certificate for community property
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 44 plan creating community property
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 45 community development contract
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 46 community management statement
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 47 document disclosing a change of by-laws
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 48 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 49 document disclosing a change in boundaries
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 50 certificate under Management Act – section 109 (Strata Schemes)
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 51 certificate under Management Act – section 26 (Community Land)
Swimming Pools Act 1992	Other
<input type="checkbox"/> 24 certificate of compliance	<input type="checkbox"/> 52
<input type="checkbox"/> 25 evidence of registration	
<input type="checkbox"/> 26 relevant occupation certificate	
<input type="checkbox"/> 27 certificate of non-compliance	
<input type="checkbox"/> 28 detailed reasons for non-compliance	

If there is any inconsistency between the Standard Provisions and these additional provisions, the additional provisions prevail to the extent of that inconsistency.

1. DEFINITIONS

1.1 DEFINITIONS

In these Additional Conditions, unless a contrary intention appears:-

“Approvals” mean the approvals necessary to procure subdivision and development of the Land as contemplated by this contract, including the Development Consent.

"Authority" means the Council, any person, government agency, accredited certifier, court of law and any other competent authority whose consent or approval is required in relation to the whole or any part of the land or having the function of determining and/or generally dealing with any Development Consent.

“Bank Guarantee” means an unconditional, irrevocable, on demand guarantee or deposit bond in a form acceptable to the Vendor in accordance with clause 24

“Building” means the building intended to be constructed on the Land, of which the Property will form a part and for the purposes of section 109C (1)(c) of the Environmental Planning and Assessment Act 1979 includes part of the building or stratum for which from time to time a relevant certificate under that section has been issued.

“Building Works” means the construction of the buildings substantially in accordance with the Approvals.

“By-laws” means the draft by-laws annexed hereto (if any).

“Common Property” means the common property the subject of the Strata Scheme.

"Completion Date" means the later of:-

- (a) six (6) weeks after the date of this contract; OR
- (b) fourteen (14) days after the vendor serves the Registration Notice on the purchaser or the purchaser's solicitor as shown on the front page of the contract or as otherwise previously notified in writing to the vendor that the Strata Plan has been registered by the Registrar General; OR
- (c) fourteen (14) days after the issue of either an Occupation Certificate pursuant to the Environmental Planning & Assessment Act 1979.

“Council” means Council and its successors

"Default Rate" means interest at the rate of 10% per annum.

"Defects" means any defects or faults in the property due to faulty materials or workmanship but excluding defects or faults relating to normal maintenance, normal wear and tear, minor shrinkage and minor settlement cracks and excluding Major Defects.

“Designated Matters” means all or any of the matters referred to in clauses 2.5, 12, 28, 31, 32, 35 and 36 of this contract.

"Development Application" means the application (and any modifications of the application) that has been lodged under the Environmental & Planning Assessment Act, 1979 in respect of the Land.

"Development Consent" means a development granted under the Environmental & Planning Assessment Act, 1979 or a determination under the Environmental & Planning Assessment Act, 1979 (as the case may be) from the Authority or the relevant consent authority in response to the Development Application.

"Development Works" means in relation to the Land:

- (a) demolition, excavation or landscaping work;
- (b) building work or work in connection with or relating to building work;
- (c) work relating to the installation of Services;
- (d) subdivision; and
- (e) dedication of part of the Land.

"Draft Documents" means all of the Draft Strata Plan, Strata Documents, By-laws and any other draft documents attached to this contract.

"Draft Strata Plan" means the draft strata plan attached to this contract, which may be amended from time to time according to this contract.

"FIRB" means Foreign Investment Review Board

"FIRB Declaration" means a declaration by the purchaser (or in the case that the purchaser is a corporation, then by an officer of the purchaser) as to the residency status of the purchaser in the form of declaration annexed as Annexure 1 hereto.

"Land" means the land described in this contract.

"Major Defects" means a fault or defect in the property which is structural or, because of its nature, requires urgent rectification or makes the Property uninhabitable.

"Normal Expense" means costs incurred for and on behalf of the Owners Corporation which would normally be payable from the administrative fund of the Owners Corporation including costs in connection with insurance and building management fees.

"Occupation Certificate" means an interim or final occupation certificate issued under section 109C of the Environmental & Planning Assessment Act, 1979 in respect of the Property or those parts of Building in which the Property is located.

"Owners Corporation" means the Owners Corporation which is constituted on registration of the Strata Plan.

"Property" means the property described in this contract.

"Registration Notice" means a notice served by the vendor notifying the purchaser that the Strata Plan is registered.

"Schedule of Finishes" means the Schedule of finishes annexed hereto (if any).

"Services" include:

- (a) the supply of water, gas or electricity;
- (b) the provision of sewerage and drainage;
- (c) telephone, radio, television, broadband transmission and satellite;

- (d) security systems; and
- (e) any other facility, supply or transmission.

“Standard Provision” means the conditions of sale contained in the standard form of the Contract for the Sale of Land — 2016 edition.

“Strata Documents” mean:

- (a) the Strata Plan;
- (b) any by-laws necessary or desirable to be created in respect of the Strata Scheme; and
- (c) any instrument creating easements, restrictive covenants and positive covenants, leases, agreements and arrangements, rights and privileges or dedication of land pursuant to section 88 of the Conveyancing Act, 1919 or otherwise.

"Strata Plan" means the strata plan substantially in accordance with the Draft Strata Plan (a copy of which is annexed hereto).

"Strata Scheme" means the strata scheme constituted on registration of the Strata Plan.

“Sunset Date” means 30 June 2017 or such later date as extended pursuant to additional provision 2.4 or as agreed by the parties.

“Utility Lot” means all or one or more of the lots in the Strata Plan designed to be used primarily for storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like.

2. REGISTRATION OF STRATA PLAN

- 2.1 Completion of this contract is subject to and conditional on registration by the Registrar General of the Strata Plan.
- 2.2 The vendor must use all reasonable endeavours to procure the registration by the Registrar General of the Strata Plan.
- 2.3 If the Strata Plan is not registered by the Sunset Date either party may rescind this contract in which event the provisions of standard provision 19 shall apply. However, a party may not rescind under this clause after the Strata Plan has been registered (despite being registered after the Sunset Date) and a Registration Notice has been served on the purchaser.
- 2.4 Notwithstanding clause 2.3 the vendor may serve notice extending the Sunset Date by each day that progress of the building works in connection with, or the manufacture or supply of materials for the building works is/are delayed in whole or in part due to any of the following events:
 - (a) inclement weather or conditions resulting from inclement weather; or
 - (b) damage by fire, explosion, earthquake, storm, tempest, civil commotion, flood, storm, cyclone, lightning strike, earthquake, landslide, epidemic, quarantine; or
 - (c) in consequence of proceedings being taken or threatened by or disputes with adjoining or neighbouring owners or an Authority; or
 - (d) acts, restrictions, regulations, by-laws, refusals to grant any licences or permissions, prohibitions or measures of any kind by any relevant Authority; or
 - (e) any civil commotion, strikes or lock-outs (industrial conditions); or

- (f) any delays by Council or Authority in giving an approval or registration of any plans or documents contemplated under this contract including the Strata Plan; or
- (g) any delays by Council or Authority in giving any development approvals; or
- (h) any delay arising from an extension or time under the construction contract; or
- (i) any delay arising from construction or procurement of materials; or
- (j) any matter or thing beyond the control of the vendor.

A statement by the vendor that it has served a notice under this clause and specifying the cause of the delay in the construction of the Building and/or the registration of the Strata Plan is final, conclusive and binding on the parties irrespective of whether the purchaser has actually received such notice.

2.5 The purchaser acknowledges that at the date of this contract:

- (a) all easements, restrictive and positive covenants;
- (b) all leases, agreements and arrangements;
- (c) all rights and privileges; and
- (d) all dedication of land

which are desirable or necessary for the vendor to create, enter into, grant, transfer or dedicate in favour of the Council, the Registrar General, any competent authority or any other person may not have been created, entered into granted, transferred or dedicated.

2.6 Right of vendor to create easements, etc.

If it is necessary or desirable for the vendor to create easements and other matters referred to in clause 2.5, the vendor may do so and the purchaser cannot make a claim or requisition or delay completion or rescind or terminate this contract in respect of that creation, entering into, grant, transfer or dedication.

2.7 Notice of creation of easements, etc.

The vendor shall notify the purchaser in writing of any easement, restrictive or positive covenant being created or any lease, agreement or arrangement being entered into or any right or privilege being granted or any land being dedicated.

2.8 Completion of this contract is also subject to construction of the Building to a standard of finish consistent with a development of that kind and otherwise in accordance with the Schedule of Finishes.

2.9 Before completion the vendor must use all reasonable endeavours to cause:

- (a) the property to be finished as specified in the Schedule of Finishes; and
- (b) relevant items specified in the Schedule of Finishes to be installed in the property.

2.10 The Vendor may, without notifying the purchaser:

- (a) alter any matter of finish specified in the Schedule of Finishes to another finish of equivalent quality: and/or
- (b) alter any item to be installed in the property specified in the Schedule of Finishes to another item of at least equivalent quality.

The Purchaser cannot make any claim or requisition or delay completion or rescind or terminate this Contract in respect of any alteration under this clause.

- 2.11 A management body will be constituted which will be responsible for the overall control and management of the development and will adopt a schedule of the by laws under Strata Schemes Management Act 1996.
- 2.12 The endorsement by the Authority on the Draft Strata Plan to enable Registration of the Strata Plan and the issue of the Occupation Certificate in respect of the Property is sufficient evidence that the vendor has completed the Development Works and complied with the requirements of the Development Consent.

3. INVESTMENT OF DEPOSIT

- 3.1. Pending completion or the rescission or termination of this agreement (whichever in fact occurs), the vendor's Solicitor will place the deposit with authorised financial institution in an account in the name of the vendor and the purchaser.

Interest accruing on the deposit will be dealt as follows:-

- (a) If the deposit is forfeited, all interest is payable to the vendor;
 - (b) If the deposit is refunded to the purchaser, all interest is payable to the purchaser;
 - (c) If this agreement is completed, the vendor will receive one half of the interest and the purchaser will receive the remaining one half of the interest;
 - (d) The vendor and purchaser agree that the vendor's solicitor shall be entitled to deduct a reasonable administration fee, in the amount of \$220.00 from the interest earned.
- 3.2. The parties authorise and direct the vendor's solicitors to deal with the deposit in the manner set out in this condition and will give the directions and do the things necessary to give effect to this condition.
- 3.3. Notwithstanding anything expressly or implied to the contrary or any rule of law or equity to the contrary the deposit holder will not be liable for waste or loss of the deposit or the interest arising for any reason in respect of any investment of the deposit authorised by this contract.
- 3.4. Tax file number - Simultaneously with paying the deposit the purchaser must advise the vendor's solicitor of the purchaser's tax file number, if any. If the purchaser does not have a tax file number the vendor will furnish its tax file number to the relevant bank. Should no tax file number be provided by the purchaser any income tax deducted from the interest which accrues on the deposit as a result of failure of the purchaser to provide a tax file number must be deducted from the proportion of interest otherwise payable to the purchaser hereunder.
- 3.5 Disputes - if a dispute arises in respect of the payment of the deposit or interest the deposit holder must pay all disputed money into the Supreme Court NSW under the rules of that court.

4. VENDOR'S AGENT

The purchaser hereby warrants to the vendor that the purchaser has not been introduced to the property by any estate agent (other than the agent hereinbefore referred to) and hereby agrees to indemnify the vendor against any claim made by any estate agent due to the purchaser's breach or alleged breach of this warranty to the intend that damages, costs and expenses on a solicitor and client basis which may be incurred by the vendor in respect of

any such claim or alleged claim shall be paid by the purchaser to the vendor. The vendor warrants to the purchaser that the vendor has not given any estate agent or estate agency (other than the estate hereinbefore referred to) a sole agency for the sale of the property. It is hereby agreed that this clause shall not merge on completion.

5. DRAINAGE DIAGRAM

Annexed hereto are copies of the sewerage service diagrams in respect of the property. The vendor discloses that prior to the date of completion hereof additional works will have been carried out to the property and the land. The purchaser shall make no requisition objection or claim for compensation by reason of any facilities or services installed within the land or the property prior to completion.

6. MISCELLANEOUS

- 6.1. If at the time of completion there is noted on any certificate of title in respect of the property or any part thereof any mortgage writ or caveat the purchaser will if so required by the vendor accept a discharge or withdrawal thereof so far as the same relates to the property provided that such discharge of mortgage or withdrawal of writ or caveat is duly executed and in registrable form and the registration fees payable thereon are allowed by the vendor to the purchaser.
- 6.2. The vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this agreement is effected. The vendor shall not be deemed to be unable not ready or unwilling to complete this agreement by reason of the existence of any charge on the property for any rate tax or outgoings.

7. COUNCIL RATES AND WATER RATES AND LAND TAX

7.1 Council rates

If, at completion, a separate assessment for council rates in respect of the property for the year current at completion has not been issued, then:

- (a) no regard is to be had to the actual separate assessment if and when it issues;
- (b) the purchaser agrees to accept \$2,000.00 as the amount payable for council rates for the Property for the year current at completion which amount must be adjusted (on the basis that it is paid) on completion in accordance with standard provision 14; and
- (c) the vendor must pay any assessment of Council rates which may be issued for the Property or the parcel for the year current at completion when such assessment is issued.

7.2 Water and sewerage rates

If, at completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at completion has not been issued, then:

- (a) no regard is to be had to the actual separate assessment when it issues;
- (b) the purchaser agrees to accept \$250.00 as the amount payable for water and sewerage rates for the Property for the quarter current at completion which amount must be adjusted (on the basis that it is paid) on completion in accordance with standard provision 14; and
- (c) the vendor must pay any assessment of water and sewerage rates which may be issued for the Property or the parcel for the quarter current at completion when such assessment is issued.

7.3 Land Tax adjustment

If, at completion, a separate assessment for land tax in respect of the Property for the year current at completion has not been issued, the vendor requires a land tax adjustment for the year current at completion as follows:

- (a) on completion the purchaser must adjust the amount of \$2,000.00 in accordance with standard provision 14;
- (b) No regard is to be had to any actual assessment for any land which includes the Property or for the Property which is issued for the year current at completion; and
- (c) No regards is to be had to any exempt threshold.

The vendor must pay or procure the payment of any actual assessment for any land which includes the Property or for the Property which is issued for the year at completion.

7.4 Services adjustment

An adjustment on completion in the amount of \$100.00 in favour of the vendor will be made being the cost incurred in arranging electricity meter reading, gas meter reading (where applicable) and arranging for the disconnection of services.

8. COMPLETION

- 8.1. Completion of this agreement shall take place on the Completion date. If through no fault of the vendor the purchaser does not complete this agreement by the due date then and without prejudice to all other remedies of the vendor the purchaser shall pay, as a pre-estimate of liquidated damages, to the vendor in cash on completion an amount being interest calculated on the balance of the purchase price payable hereunder at the Default Rate in respect of the period commencing on the day following the due date and ending on completion. The purchaser shall not be entitled to require the vendor to complete this agreement unless such interest is paid to the vendor on completion and it is an essential term of this agreement that such interest be so paid.
- 8.2. If settlement of this matter does not take place at the time first appointed for same due to fault of the Purchaser or his mortgagee, then the purchaser shall pay all fees including agency fees and re-certification fees incurred by the Vendor or his mortgagee in relation to any rearrangement of settlement.

9. NO CAVEATS PRIOR TO REGISTRATION

The purchaser shall not register a caveat against the Vendor's title for the property or any other part of the land subject of the Strata Plan prior to the registration of the Strata Plan. If the purchaser does register such a caveat the Purchaser shall be responsible for all costs incurred by the vendor in the connection therewith including the costs of removal thereof and all costs damages and/or expenses incurred by the Vendors whether directly or indirectly by any consequent delay in the registration of the Strata Plan or any varied Strata Plan (as permitted by this Agreement) and the Purchaser shall remove such caveat forthwith upon being requested to do so by the Vendor. In the event that the Purchaser fails to remove the caveat the Purchasers, for valuable consideration received by the Purchaser (acknowledged by its execution hereof), hereby irrevocably appoints the Vendor as its attorney for the purposes of executing a withdrawal of any such caveat and/or such other documentation as may be required in connection with the removal of such caveat.

10. WARRANTY

- 10.1 Except as provided below the purchaser shall not be entitled to require nor to request the vendor to rectify any defects or faults, other than Major Defects, whatsoever which may appear in the building during or after construction thereof, nor to rescind this contract or delay completion in any way whatsoever on account of any defects or faults in the property but any such which may appear in the building during or after its construction and which are notified in writing to the vendor within three (3) months after completion shall be rectified by the vendor at its own cost within a reasonable time thereafter but these provisions shall not extend to:-
- (a) items which would ordinarily be the subject of routine maintenance;
 - (b) wear and tear;
 - (c) minor cracks in consequence of shrinkage or settlement.
- 10.2 If any disagreement arises in connection with this special condition completion must not be delayed but either the vendor or the purchaser may prior to the expiration of three (3) months after the date of completion refer to the disagreement to a single expert (who shall act as an expert and not as an arbitrator) nominated by the President for the time being of the Royal Australian Institute of Architects NSW Chapter and such expert's decision is final and conclusive and binding on the parties and the cost of the reference must be borne by the party against who the expert's decision is made or if there is no such party then by the party or parties who the expert determines are to bear the costs.
- 10.3 An Occupation Certificate for the Building is conclusive evidence that the Property does not contain a Major Defect.
- 10.4 The Purchaser acknowledges and accepts that:
- (a) Some of the materials used in the Property, particularly in finishes and fittings, may comprise natural products, such as stone, timber and the like;
 - (b) These materials may exhibit variations between different areas of the finished product or from any sample exhibited and may contain natural fissures, occlusions, lines, indentations or the like; and
 - (c) The matters referred to in this clause are not Defects and the purchaser cannot make a claim or requisition or delay completion or rescind or terminate the contract as a result of the existence or occurrence of any of the matters set out in this clause.
- 10.5 The obligations of the vendor under clause 10 are subject to and conditional upon:
- (a) the purchaser or the Owner's Corporation (as the case may be) making access available to the Property or the Common Property (as the case may be) for the vendor and its employees, contractors and agents at all times reasonably required by the vendor; and
 - (b) the purchaser doing all reasonable things before and after completion to allow the vendor and its employees, agents and contractors access as envisaged under clause 10.
- 10.6 The provisions of this clause shall not merge on completion of this contract.

11. INSURANCE PREMIUMS

The purchaser is aware that the vendor may advance funds by way of contribution to the Owners Corporation for the purpose of effecting insurance for the first six (6) months period paid by the vendor but properly payable by the Owners Corporation as required by the Strata

Titles Act, 1973 and the Strata Schemes Management act 1996 as amended and the purchaser acknowledges that such amount shall constitute "outgoings" and be adjusted on completion in the manner set out in standard provision 14 of this contract.

12. BY LAWS AND EXCLUSIVE USE AREAS

12.1 Creation of by-laws

The vendor intends, but is not obliged, to adopt the By-laws as the by-laws for the Strata Scheme. The vendor may lodge the By-laws together with the Strata Plan for registration by the Land and Property Information NSW.

12.2 Right of vendor to modify by-laws

The vendor discloses and the purchaser accepts that:

- (a) as at the date of this contract, not all the by-laws which are necessary or desirable for the good and proper management of the Building and the Strata Scheme have been identified and determined by the vendor; and
- (b) certain by-laws may be required to:
 - (i) comply with the conditions of the Development Consent; and/or
 - (ii) satisfy the requirements of the Council or any Authority

12.3 No claim by purchaser

If it is necessary or desirable for the vendor to add to, vary or modify the By-laws, the vendor may do so and the purchaser cannot make a claim or requisition or delay completion or rescind or terminate this contract in respect of any addition, variation or modification of the By-laws.

12.4 Creation of exclusive use areas

The purchaser acknowledges that the vendor may by the date of registration of the Strata Documents by the Land and Property Information NSW determine that certain areas within the Building are to be exclusively used by certain persons or for certain purposes and that the vendor may cause appropriate by-laws to be created in order to establish such exclusive use rights.

12.5 Purchaser not to object

The purchaser cannot make a claim, objection or requisition or rescind or terminate this contract in respect of the subject matter or determination referred to in clause 12.4.

12.6 No merger

The provisions of this clause shall not merge on completion of this contract.

13. RE-SALE BEFORE COMPLETION

If the purchaser intends to list the property for resale before completion, the Purchaser shall not engage the services of any real estate agent or any other person other than the Vendor's agent specified in this contract or such other agent the Vendor may reasonably approve for the purpose of marketing the property.

14. REMOVAL OF CHARGES

The vendor:

- (i) is not obliged to remove any charge on the property or the land for any rate, tax or outgoing until completion of this contract is effected.;

- (ii) is not to be taken to be unable, unready or unwilling to complete this contract because of the existence of any charge on the property or the land for any rate, tax or outgoing;
- (iii) may serve a notice to complete on the purchaser notwithstanding that at the time the notice is served or at any time after that time there is a charge on the property for any rate, tax or outgoing.

15. FIRB APPROVAL

15.1 The purchaser warrants that:

- (a) The purchaser (and if more than one then each of them) is ordinarily resident in Australia within the meaning of the Foreign Acquisitions & Takeovers Act 1975 (the "Act") as amended; or
- (b) The provisions of the Act requiring the obtaining of consent to this transaction do not apply to the purchaser and to this purchase; or
- (c) The consent of the Commonwealth Treasurer ("Treasurer's Consent") to the transfer of the Property to the purchaser is not required; or
- (d) The Treasurer's Consent to the transfer of the Property to the purchaser is required and has been obtained. The purchaser must supply written evidence of the Treasurers Consent on the date of this Contract.

15.2 The warranties in this clause are essential and a breach of them entitles the vendor to terminate this Contract

15.3 The Purchaser will on the date of this Contract provide the FIRB Declaration.

16. ASSIGNMENT OR ON-SELLING BY PURCHASER

16.1 The purchaser may only assign or novate this Contract (or otherwise dispose of its interests in this Contract) with the vendor's prior written consent which may be withheld or granted (with or without conditions) in the vendor's absolute discretion.

16.2 The purchaser agrees that the purchaser will not list the Property for sale prior to the Completion Date without the approval of the vendor and which approval may be withheld or given on such conditions as the vendor deems fit including conditions that the purchaser must comply with any requirement of the vendor in relation to any inspection of the Property including coordinating such inspection with the vendor's agent and/or contractors.

17. REQUISITIONS

The purchaser shall only be entitled to serve general requisitions in the following form:-

- (i) for strata title property: Law Society Residential (Strata) (2013 Edition).

18. NOTICE TO COMPLETE

It is hereby agreed that the notice to complete provision referred to in standard provision 15 hereof shall be a fourteen (14) day notice to complete making time of the essence of this agreement and such time shall be deemed sufficient by both parties at law and in equity.

If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition to the payment of interest pursuant to clause 8.1 hereof the purchaser shall also pay to the vendor the sum of Four Hundred and

Forty Dollars (\$440.00) to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion.

19. SETTLEMENT CHEQUES

If the vendor requires more than 8 bank cheques, the vendor must pay \$6.50 for each extra cheque.

20. LAND TAX CERTIFICATE

The purchaser agrees to pay the costs for the section 47 Land Tax Certificate.

21. INTERPRETATION

In this contract unless the contrary intention appears a reference to:

- (i) The singular includes the plural and vice versa;
- (ii) Any gender includes all other genders;
- (iii) A person includes a corporation, partnership, joint venture, association, authority, trust, state or government;
- (iv) A person includes the person's executors, administrators, successors and substitutes, including persons taking by novation and assigns: and
- (v) A body or authority includes any replacement body, authority or person serving the same function or acting in the same capacity as that body or authority.

Notwithstanding the terms defined in this contract are defined terms whether or not these terms are in italics.

22. GENERAL

A reference to an Act includes any by law, ordinance, regulation or rule made under that Act.

- 22.1. If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.
- 22.2. If there is a conflict between these additional provisions and the printed provisions of this contract, these additional provisions prevail.
- 22.3. Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.
- 22.4. The word 'includes' in any form is not a word of limitation.
- 22.5. Rights under this contract which can apply after completion continue to apply after completion.
- 22.6. A reference to a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority.
- 22.7. The vendor does not promise, represent or state that any documents attached to this contract are accurate or current.

22.8. For the purposes of standard provision 20.6.5:

- (i) A document is taken to have been received on the date shown or recorded on the sending party's fax transmission report; and
- (ii) This does not apply if the sending party's fax transmission report indicates a faulty or incomplete transmission

23. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

23.1. The provisions set out in this contract contain the entire agreement between the parties at the contract date despite any:

- (a) Negotiations or discussions held; or
- (b) Documents signed or brochures produced, before the contract date.

23.2. In entering into this contract, the purchaser has not relied on any warranty or representation made by or any other conduct of: The vendor; or any person on behalf of the vendor, except those expressly provided in this contract or in legislation.

23.3. The purchaser is relying entirely upon the purchaser's own enquiries relating to:

- (a) The fitness or suitability for any particular purpose of the property;
- (b) The purchaser's obligations and rights under this contract;
- (c) Any financial return, income and investment advice despite;
- (d) Any forecasts or feasibilities; and
- (e) Information relating directly or indirectly to the purchase of the property by the purchaser as an investment on any basis whatsoever, provided to the purchaser by or on behalf of the vendor.

24. BANK GUARANTEE

24.1 Application

This clause applies if the vendor has accepted a Bank Guarantee as the deposit or any part of the deposit.

24.2 Delivery of Bank Guarantee

The purchaser may give a Bank Guarantee to the vendor on or before the contract date. The Bank Guarantee must:

- (a) be in a form acceptable to the vendor and the vendor's financier; and
- (b) either not contain an expiry date or not expire earlier than twelve (12) months after the Sunset Date.

24.3 Payment of deposit

The purchaser must pay the vendor by unendorsed bank cheque the amount specified in the Bank Guarantee:

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

24.4 Non-compliance by purchaser

The vendor may call upon the Bank Guarantee if:

- (a) the purchaser does not comply with clause 24.3;
- (b) the purchaser fails to pay the deposit (or is deemed to fail to pay the deposit under standard provision 2) on completion; or
- (c) the vendor terminates this contract.

24.5 Validity of Bank Guarantee

The purchaser must ensure that any Bank Guarantee delivered to the vendor under this clause 24 is valid and enforceable in accordance with its terms.

24.6 Replacement of Bank Guarantee

The expiry date of the Bank Guarantee must be at all times no earlier than twelve (12) months after the Sunset Date. If at any time the Bank Guarantee has an expiry date which is earlier than twelve (12) months after the Sunset Date, the purchaser must, serve a replacement Bank Guarantee on the same terms and conditions as the original Bank Guarantee except that the Bank Guarantee must expire at least twelve (12) months after the Sunset Date.

24.7 Essential terms

The purchaser's obligations under this clause 24 are essential. If the purchaser does not comply with its obligations under this clause 24, the vendor may elect in its absolute discretion to:

- (a) terminate this contract and call on the Bank Guarantee; or
- (b) treat the non-compliance as a deemed failure to pay the deposit under standard provision 2.1.

25. GUARANTEE

25.1. In consideration of the vendor entering into this contract at the request of the guarantor, the guarantor guarantees to the vendor:

- (i) Payment of all moneys payable by the purchaser; and
- (ii) The performance by the purchaser of all other obligations under this contract; and
- (iii) Indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.

25.2. This guarantee and indemnity is a principal obligation of the guarantor and is not collateral to any other obligation.

25.3 The liabilities of a guarantor are not affected by:

- (i) The granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser; or
- (ii) The death, bankruptcy or liquidation of the purchaser, the guarantor or any one of them; or reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantor or any other person; or
- (iii) The vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
- (iv) The vendor obtaining a judgment against the purchaser, the guarantor or any other person for the payment of the moneys payable under this contract.

25.4. This guarantee and indemnity will continue notwithstanding:

- (i) The vendor has exercised any of the vendor's rights under this contract including any right of termination; or
- (ii) The purchaser is wound up; or
- (iii) This guarantee and indemnity is for any reason unenforceable either in whole or in part.

25.5. This guarantee and indemnity:

- (i) Is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the guarantor;
- (ii) May not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
- (iii) Extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.

25.6 If any payment made to the vendor by or on behalf of the purchaser or the guarantor is subsequently avoided by any statutory provision or otherwise:

- (i) That payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
- (ii) The vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.

25.7. The vendor can proceed to recover the amount claimed as a debt or damages from the guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.

25.8. It is an essential term of this contract that the guarantor signs this contract.

26. PRIVACY

26.1 The purchaser consents to its personal information being used by the vendor in connection with:

- (a) The purchase, development and sale of the Land;
- (b) Raising finance;
- (c) Internal reporting;
- (d) Reporting to any related body corporate, financier or advisor of the vendor;
- (e) The administration and management of this Contract.

26.2 The purchaser consents to its personal information being disclosed by the vendor:

- (a) If the vendor is required or authorized to disclose such personal information by law; or
- (b) To any one or more of the following:
 - (i) Any related body corporate, financier or advisor of the vendor;
 - (ii) Any agent, consultant or service engaged by the vendor involved in the construction, finishing or management of the Land;
 - (iii) The Owners Corporation, and, if relevant, the building management committee;

- (iv) Anyone who the Purchaser or Guarantor consents to the personal information being provided.

27. AMENDMENTS TO STANDARD PROVISIONS OF THE CONTRACT

The standard provision of this contract are herein deemed to be amended as follows:

- 27.1 Clause 1 – definition of bank: delete “, a building society or a credit union”;
- 27.2 Clause 1 – delete definition of *depositholder* replace with “Vendor’s *solicitor*”;
- 27.3 Clause 1 – delete definition of "work order"- after "order" insert "in writing issued by a competent authority”;
- 27.4 Clause 1 - definition of "settlement cheque" - replace with:
"an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque”;
- 27.5 Clause 4.1 – substituting “three business days after the Vendor serves notice of registration of the strata plan” in place of “at least 7 days before the completion date
- 27.6 Clause 7.1.1 - the words “exceeds 5% of the price” is replaced by “exceeds 0.5% of the price”.
- 27.7 Clause 7.1.3 – delete the figure “14” and insert “7”
- 27.8 Clause 7.2.1 – delete the figure “10%” and insert “1%”
- 27.9 Clause 8.1 - delete the words “on reasonable grounds”.
- 27.10 Clause 14.2 - the addition of the following sentence after the word “completion” :-
“The amounts and figures for water consumption furnished by the relevant water rating authority even if estimated or provisional shall be conclusive for the purposes of such apportionment and adjustment...” and;
- 27.11 Clause 14.4.2 – delete
- 27.12 Clause 16.5 – delete the words “plus another 20% of that fee”
- 27.13 Clause 16.6 – insert after the word “serves” the following “not less than 7 days before completion”
- 27.14 Clause 16.8 – delete
- 27.15 Clause 23 to 29 (inclusive) – deleted.

28 UNIT ENTITLEMENTS

28.1 Determination

The vendor discloses that as at the date of this contract, the vendor has not determined the unit entitlements in respect of each lot in the Strata Scheme including, without limitation, the property.

28.2 Vendor to determine

For the purpose of calculating the unit entitlements in respect of each lot in the Strata Scheme, the vendor will act in good faith in calculating such unit entitlements having regard to the respective values of the lots in the Strata Scheme in accordance with the Strata Schemes Management Act 1996 (NSW)

28.3 Purchaser not to object

The purchaser cannot make a claim or objection or requisition or terminate or delay completion or rescind or terminate this contract in respect of:

- (a) the Strata Plan not disclosing the unit entitlements of each lot in the Strata Plan including the Property;
- (b) the calculation and determination by the vendor of the unit entitlements of each lot in the Strata Plan after the date of this contract provided that the vendor acts in good faith in calculating such unit entitlements and having regard to the respective values of the lots in the Strata Scheme in

- (c) accordance with the Strata Scheme Management Act 1996 (NSW); and/or any change to the unit entitlements of each lot in the Strata Plan which may be required by the vendor prior to completion provided that the vendor acts in good faith in making any change to the unit entitlements and having regard to the respective values of the lots in the Strata Scheme in accordance with the Strata Schemes Management Act 1996 (NSW).

28.4 No Merger

The provisions of this clause shall not merge on completion of this contract.

29 REPLACEMENT OF DOCUMENTS AND PLANS

29.1 Rights of vendor to replace documents

At any time before the vendor serves the Registration Notice, the vendor may replace a document or plan attached to this contract with a replacement document.

29.2 Notice to purchaser

If the vendor replaces a document or plan attached to this contract under clause 29.1, the vendor may, before the vendor serves the Registration Notice;

- (a) serve notice on the purchaser that it has replaced the document or plan; and
- (b) enclose with the notice a copy of the replacement document or plan.

29.3 Effect of replacing a document or plan

From and including the date of service of a notice under clause 29.2:

- (a) the replaced document or plan is taken to be no longer attached to this contract; and
- (b) the replacement document or plan is taken to be attached to this contract.

29.4 Claims by the purchaser

The purchaser may not make a claim or requisition or delay completion or rescind or terminate this contract because a document or plan is replaced under this clause 29.

30 DRAFT DOCUMENTS

30.1 Variation of Strata Documents

The purchaser acknowledges that the form of the Strata Documents when registered may be different from the Strata Documents attached to this contract,

30.2 Changes to the Strata Plan

Before registration, the vendor may make changes which the vendor considers necessary or desirable to the Strata Plan including but not limited to:

- (a) The total number of lots from those shown on the Strata Plan;
- (b) The numbering of lots from those shown on the Strata Plan;
- (c) The dimensions or areas of lots from those shown on the Strata Plan;
- (d) The location of lots from those shown on the Strata Plan; and
- (e) The location of easements from those shown on the Strata Plan,

30.3 No claim or rescission

The purchaser must not make any claim or requisition or delay completion or rescind or terminate this contract if there is a change between the draft Strata Plan and the Strata Plan as registered unless the change substantially and detrimentally affects the Property.

30.4 Rescission rights

Subject to clause 30.5, either party may rescind this contract if there is a change between the draft Strata Plan and the Strata Plan as registered, and the change substantially and detrimentally affects the Property.

30.5 Changes deemed not to be a substantial and detrimental change

For the avoidance of doubt, the purchaser agrees and acknowledges that following differences do not substantially and detrimentally affect the Property:

- (a) anything disclosed or referred to in this Contract;
- (b) the doing of anything or giving effect to a requirement of or the satisfaction of any condition imposed by, or any requirement of, any Authority or Land and Property Information or the Development Consent.
- (c) any modification to a lot in the Strata Scheme other than the Property;
- (d) the Unit Entitlement of the Property if shown in the Strata Plan is greater than the unit entitlement as shown in the Draft Documents attached to this Contract so long:
 - (i) as each of the unit entitlements was calculated by reference to valuations of the lots in the Strata Plan carried out by a qualified valuer; or
 - (ii) the ratio of the unit entitlement for the Property to the aggregate unit entitlement of the parcel has been increased by less than or equal to 10% from that shown in the Strata Plan;
- (e) reducing the total floor area of the Property (excluding any car space, storage or utility lot) by less than or equal to 5% from that shown on the Draft Strata Plan;
- (f) reducing the location, dimensions, configuration and floor area of a car-space, storage area or utility included in the Property provided that, in the case of a car space, the changed dimensions do not prevent the parking of a standard size motor vehicle;
- (g) varying the location of the Property in relation to other lots within the Draft Strata Plan and/or Draft Documents to an extent which is minor when compared with the location on the Draft Strata Plan as at the date of the Contract or is a change permitted by any provision of this Contract;
- (h) the addition of further stratum, strata, lots or further floors to the Building to that identified in the Draft Documents as at the date of the Contract including the addition of lots and/or floors above the floor on which the Property is located; and
- (i) any other alteration which does not substantially and detrimentally affect the purchaser's use and enjoyment of the property as a residential apartment.

30.6 Restriction to right of rescission

The purchaser's right of rescission under clause 30.4 may only be exercised within 5 business days (time being of the essence) from the date on which the vendor:

- (a) notifies the purchaser of any changes to the draft Strata Documents including, without limitation, the Strata Plan;
- (b) notifies the purchaser that the draft Strata Documents have been registered and provides a copy of the registered Strata Documents to the purchaser; or
- (c) provides a copy of any substituted Strata Documents to the purchaser in accordance with clause 29;

whichever occurs first. If the right of rescission conferred by this clause is not exercised within 5 days after the vendor has notified the purchaser of such changes, the contract remains binding in all respects as though the right of rescission had not been included.

30.7 Dispute Resolution

If there is a dispute between the parties as to whether any change to the Strata Documents including, without limitation, the Strata Plan is a change which substantially and detrimentally affects the Property:

- (a) The purchaser cannot make a claim or requisition or delay completion or rescind or terminate this contract.
- (b) Either party may refer the dispute to a single expert nominated by the president for the time being of the Royal Australian Institute of Architects NSW Chapter.
- (c) The experts decision will be conclusive and binding on the parties; and
- (d) The cost of the expert determination must be borne by the party against whom the expert's decision is made or if there is no such party then by the party or parties who the expert determines is or are to bear the costs.

31 UTILITY LOTS

31.1 Purchaser's acknowledgement

The purchaser acknowledges that the purchaser is aware of the possibility that the Council may qualify a certificate of approval issued under section 37 of the Strata Schemes (Freehold Development) Act 1973 in respect of the Strata Plan by attaching a condition restricting the use of all or one or more of the Utility Lots to use by a proprietor or occupier of a lot, not being one of the Utility Lots, in the Strata Scheme.

31.2 Restriction as to User

Any lot in the Strata Plan which is one of the Utility Lots is sold subject to any such restriction as to user and any suitable record on the certificate of title for such lot of such restriction as to user and any suitable record on the certificate of title for such lot of such restriction as to user.

31.3 Purchaser not to object

The purchaser cannot make a claim, objection or requisition or rescind or terminate this contract in respect of such restriction as to user attached to any Utility Lots in the Strata Plan or a suitable record on the certificate of title for such Utility Lots of such restriction as to user.

32. CAR SPACES AND STORAGE SPACES

32.1 Allocation

The vendor discloses that as at the date of this contract, the vendor has not determined the final location or dimension of any car space or storage space forming part of the Property.

32.2 Vendors' discretion to allocate or change

At any time before completion, the vendor may in its absolute discretion:

- (a) allocate or change the locations or dimension of any car space or storage space forming part of the Property;
- (b) change the configuration of any car space or storage space forming part of the Property;
- (c) increase or reduce the total number of car spaces and storage spaces in the Building; and/or
- (d) separate or combine any car space or storage space forming part of the Property into the same strata lot as the apartment forming part of the Property, or into separate strata lots.

32.3 Purchase not to object

The purchaser cannot make claim or requisition or delay completion or rescind or terminate this contract in respect of:

- (a) the vendor's failure to determine the locations or dimensions of any car space or storage space forming part of the Property as at the date of this contract; and or
- (b) the vendor exercising its absolute discretion in respect of those matters specified in clause 32.2, provided that the vendor must provide to the purchaser on

completion the number of car space and/or storage space which are specified on the front page of this contract as forming part of the Property.

32.4 No merger

The provisions of this clause shall not merge on completion of this contract.

33. HOME BUILDING ACT

Annexed to this Contract is the certificate of insurance in connection with the residential building work in accordance with the requirements of the Home Building Act and Home Building Regulation.

34 OWNERS CORPORATION MATTERS

34.1 Adjustment for owners corporation contributions

On completion, the purchaser must adjust under standard provision 14.1 any regular periodic contribution to the administrative fund and the sinking fund of the Owners Corporation and any regular payment under a by-law for the Strata Scheme.

34.2 Normal Expense

On completion, the purchaser must adjust under standard provision 14.1 on a unit entitlement basis, any Normal Expense of the Owners Corporation paid by the vendor which have not been reimbursed to the vendor at completion.

34.3 When is the vendor liable?

The vendor is liable for any contribution levied by the Owners Corporation other than a contribution referred to in clause 34.1:

- (a) if the contribution was levied before completion; or
- (b) if the contribution is levied after completion, to the extent the contribution relates to:
 - (i) money borrowed by the Owners Corporation before the date of completion; or
 - (ii) work started by the Owners Corporation before the date of completion; or
 - (iii) an obligation of the Owners Corporation to a Government agency existing at the date of completion.

34.4 Application of standard provision 11

Standard provision 11 does not apply to any notice with which the Owners Corporation must comply.

34.5 Notice under section 118 of the Strata Schemes Management Act 1996

The purchaser must submit with the transfer tendered under standard provision 4 a notice in duplicate under section 118 of the Strata Schemes Management Act 1996 signed by the purchaser. The vendor must sign both copies of the notice and on completion must give both copies of the notice to the purchaser. The purchaser must insert the date the purchaser's interest was acquired and must send both copies to the Owners Corporation

34.6 Section 109 certificate

The vendor is not obliged to give the purchaser a certificate under section 109 of the Strata Schemes Management Act 1996. The vendor authorises the purchaser to apply for any certificate and to apply for any make any inspections available from the owners Corporation under section 109 of the Strata Schemes Management Act 1996.

34.7 Effecting insurances

On registration of the Strata Plan, the vendor must cause the Owners Corporation to effect all insurances required by the Strata Schemes Management Act 1996.

34.8 Application of standard provision 18.4

Standard provision 18.4 does not apply to any risk against which it is the responsibility of the Owners Corporation to insure

35. DESIGNATED MATTERS

35.1 Purchaser's acknowledgment

The purchaser agrees and acknowledges that in order to protect the commercial interests of the vendor in carrying out and completing the Development, it is necessary for the vendor to reserve certain rights and to maintain some degree of control and flexibility in relation to certain issues and matters concerning or associated with the Development.

35.2 Purchaser's obligations

In relation to the Designated Matters, the purchaser agrees and acknowledges that the purchaser must in accordance with the directions of the vendor from time to time:

- (a) vote in favour of any motion for a resolution of the owners corporation to implement or give effect to any of the Designated Matters;
- (b) vote against any motion for a resolution of the owners corporation the passing of which would adversely affect, preclude, curtail or inhibit the implementation of any of the Designated Matters' and
- (c) do all things reasonably required by the vendor to give effect to the implementation of any of the Designated Matters

35.3 Proxy

- (a) The purchaser must deliver to the vendor and must use all reasonable endeavours to procure any mortgagee of the Property to deliver to the vendor, whenever requested by the vendor, either:
 - (i) An executed form of proxy naming the vendor's nominee as the purchaser's proxy holder; or
 - (ii) An executed nomination notice naming the vendor's nominee as the purchaser's company's nominee, in such form as the vendor reasonably requires to enable the vendor's nominee to attend and vote at any meeting of the owners corporation in favour of any motion for a resolution proposed for consideration by a meeting of the owners corporation to implement or give effect to the Designated Matters,
- (b) The purchaser must not revoke any form of proxy or nomination without the vendor serving a notice consenting to the revocation.
- (c) The purchaser must not do anything to invalidate any form of proxy or nomination,
- (d) The vendor may exercise its rights more than once.

35.4 Purchaser not to interfere

The purchaser must:

- (a) not do anything which would prevent, curtail, inhibit or delay the implementation of any of the Designated Matters or the exercise or protection of the vendor's rights in respect of any of the Designated Matters;
- (b) not request or authorise any person including any mortgagee of the Property to do anything which would prevent, curtail, inhibit or delay the implementation of any of the Designated Matters or the exercise or protection of the vendor's rights in respect of any of the Designated Matters; or

- (c) not lodge an application to the Strata Schemes Commissioner or the Strata Scheme Board or commence proceedings in a tribunal or a court of competent jurisdiction which would prevent, curtail, inhibit, or delay the implementation of any of the Designated Matters or the exercise or protection of the vendor's rights in respect of any of the Designated Matters,

35.5 Purchaser must not object

The purchaser cannot make a claim or requisition or delay completion or rescind or terminate this contract in respect of any of the Designated Matters,

35.6 No Merger

The provisions of this clause shall not merge on completion of this contract

36 SELLING AND LEASING ACTIVITIES

36.1 Sales of Lots

Both before and after completion and until the vendor completes the sale of all lots in the Strata Scheme the vendor and persons authorised by the vendor may in its absolute discretion:

- (a) conduct selling and leasing activities in the Building and Common Property (but not the Property); and/or
- (b) place and maintain in, on and about the Building and Common Property (but not the Property) sale signs, an office or other sale facilities.

36.2 No merger

The provisions of this clause shall not merge on completion of this contract.

37. CAPACITY

37.1 Without in any way limiting, negating 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, if the purchaser (and if more than one person comprises the purchaser then any one of them) prior to completion:

- (a) dies or becomes mentally ill, then the vendor may rescind this contract by written notice to the purchaser's solicitor and thereupon this contract will be at an end and the provisions of standard provision 19 apply; or
- (b) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the purchaser will be in default under this contract.

37.2 The purchaser promises that the purchaser has the legal capacity to enter into this contract.

38. GOODS AND SERVICES TAX

38.1 In this clause 38:

1. GST means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act) or any replacement or other relevant legislation and regulations;

2. words or expressions used in this clause which have a particular meaning in the GST law (as defined in the GST Act), have the same meaning, unless the context otherwise requires;
3. any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
4. any reference to an input tax credits entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
5. if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

38.2 If a supply is a taxable supply:

1. For any supply other than sale of the property, consideration made under or in connection with this contract does not include GST unless GST is expressly included.
2. The GST exclusive consideration to be paid or provided for that taxable supply is increased by:
 - (a) the amount of any GST payable in respect of that taxable supply; plus
 - (b) any penalties, fines, interest or statutory charges imposed in connection with the imposition of GST; andThat amount must be paid within 5 business days of a demand for payment by the supplier to the recipient of the taxable supply.
3. A party's right to payment under sub clause (2) of this clause 38.2 is subject to a valid tax invoice being delivered to the party who is the recipient of the taxable supply.
4. To the extent that a party is required to reimburse or indemnify another party for loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

38.3 Margin scheme to apply to the sale of the property:

1. The Purchase Price is inclusive of any GST payable on the sale of the property.
2. The parties agree the sale of the property is a taxable supply and the margin scheme will apply to that supply
3. The purchaser acknowledges that:
 - (a) it will not be entitled to any input tax credits in respect of the acquisition of the property; and
 - (b) it will not request and the vendor will not be required to provide a tax invoice in respect of the sale of the property.

39 VENDOR DISCLOSURES:

39.1 Disclosures

Without limiting any other term of this Contract, the vendor discloses and the purchaser agrees that:

- (a) The vendor may make Variations to the Draft Documents including the Draft Strata Plan including without limitation to the vendor may reconfigure, subdivide, consolidate or create, stratum lots or strata plans generally so as to:
 - (i) create additional stratum lots and strata lots;
 - (ii) create additional strata schemes;
 - (iii) create additional common property in the strata scheme or any additional strata scheme; and
 - (iv) give effect to any combination of the above.
- (b) Without limiting the generality of subclause (a) above the vendor may consolidate, subdivide, or alter the configuration size and number of any lots:
 - (i) to make changes to car parking, storage or utility spaces;
 - (ii) to create a strata or stratum subdivision;
 - (iii) add additional floors (being strata and/or stratum) to the proposed development including the creation of additional floors above the floor on which the Property is located; and
 - (iv) alter the number of stratum or strata lots accordingly.

39.2 Development Works

The vendor discloses and the purchaser acknowledges that Development Works may not be finished by completion and that it will be necessary for the vendor to carry out Development Works after the Completion Date. The Purchaser hereby expressly waives any right or claim in relation to any affectation, loss, detriment or harm (whether physical or economic) which its suffers or claims to have suffered by virtue of the Development Works continuing after the Completion Date.

39.3 Agreements by the owners corporation

The vendor may procure the owners corporation (during or after its initial period) to:

- (a) appoint a strata managing agent; and/or
- (b) appoint a caretaker for the Strata Scheme.

39.4 Common Property

The vendor discloses that the folio of the register for the Common Property at Land and Property Information may be subject to notations including as to:

- (a) those matters noted on the Folio Identifiers for the Land,
- (b) those new dedications, easements, variations to easements, restrictions on use, positive covenants and other possible dealings, plans, strata scheme provisions and instruments as are mentioned either specifically or in general terms in this Contract;
- (c) a limitation as to stratum;
- (d) easements affecting or appurtenant to the property and the Common Property;
- (e) by-laws registered under the Strata Schemes Management Act;
- (f) any easements restrictions as to user or positive covenants created by registration of the Draft Strata Plan or as generally contemplated or permitted by this Contract; or
- (g) the Draft Documents or any of their contents.

39.5 Electrical substation

If an energy provider requires the vendor to provide an electrical substation or kiosk in relation to the Building Works, the substation or kiosk (of a size and location as required by the energy provider):

- (a) may be located anywhere within the land; and
- (b) the land on which the substation is located may be dedicated or leased to, or encumbered by easements in favour of, the energy provider

39.6 Service providers

The vendor discloses that:

- (a) arrangements for the provision of Services to the Building generally may not be in place as at the contract date; and
- (b) it may be necessary for the vendor to enter into arrangements with service providers which are not disclosed in this contract including easements, guarantees and security deposits; and
- (c) if the Development Works proceeds in stages, the vendor may connect to existing Services at the relevant time or augment existing Services or both; and
- (d) the vendor may procure the Owners Corporation to:
 - (i) enter into arrangements with service providers which are not disclosed in this contract for the provision of Services to the Development Works; or
 - (ii) to assume the vendor's obligations under those arrangements.

39.7 Attachments

- (a) The vendor discloses that any drawings, plans, surveys or models provided or sighted may not be current and accurate. The Purchaser should not rely on those drawings, plans, surveys or models and instead note the plans attached to this Contract and be aware that the attached plans may be altered or replaced in accordance with this Contract.
- (b) Subject to section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2010, the vendor does not give any assurance as to the accuracy, currency or completeness of any attachment to this Contract.

39.8 Rooftop and Airspace

The vendor specifically discloses and the purchaser acknowledges that the vendor may create separate stratum and/or strata lots which may include, amongst other areas, the rooftop area of the Building and/or airspace above the Building and such lot or lots created may allow for telecommunications towers and/or signage to be erected or placed and may amend the Draft Documents in connection with and to give effect of any rights in this clause.

39.9 Limitation on Purchaser's rights

The Purchaser must not:

- (a) make any requisition or claim, rescind or terminate this contract or delay completion by reason of any matter disclosed in this clause 39;
- (b) do or refrain from doing anything that may prevent or inhibit the vendor, its contractors or agents from carrying out or attending to the matters the subject of this clause 39; or
- (c) seek to claim damages from the owners corporation or the vendor or its contractors or agents or attempt to prevent or impede the vendor or its contractors or agents from carrying out or attending to the matters the subject of this clause 39.

39.10 No Merger

The provisions of this clause shall not merge on completion of this contract

Annexure 1

FIRB DECLARATION

In accordance with Special Condition 15 of this Contract, the purchaser declares that the information below is correct as at the date of this Contract.

Property:	
Lot/Number:	
Name of Purchaser:	
Present residential address of purchaser (or registered office of company)	
If a Company, name and residential address of Guarantors:	
If a Company, names, residential addresses and citizenship of the shareholders:	
Residential Status:	<p>(delete whichever is inapplicable)</p> <ul style="list-style-type: none"> • an Australian Citizen • an Australian citizen with a foreign spouse purchasing as joint tenants; • an Australian permanent resident who has been a resident in Australia for 200 days of the past year; • an Australian permanent resident who has not been a resident in Australia for 200 days of the past year; • an Australian temporary resident; • a foreign national who has no residency status in Australia (including persons who are in Australia on visitor's visa) • a corporation or trust where no single foreign person (together with their associates) has 15% or more of ownership of the corporation or trust; • a corporation or trust where a single foreign person (together with their associates) has 15% or more of

	<p>ownership of the corporation or trust;</p> <ul style="list-style-type: none"> a corporation or trust where multiple foreign interests hold more than 40% ownership of the corporation or trust. <p>If (vii), (viii) or (ix) are applicable, the name and addresses of all major shareholders and beneficiaries must be stated.</p>
	Major Shareholders/Beneficiaries and addresses.
Purchaser(s) Tax File Number (if any)	
Are you purchasing the property as a Trustee:	Yes/No
If yes, specify the names, residential addresses and citizenship of beneficial owners:	

.....
Signature of Purchaser/Guarantor

Name:.....

.....
Signature of Purchaser Guarantor

Name:.....

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p style="text-align: center;">Office Use Only</p> <p>Registered: Purpose:</p>	<p style="text-align: center;">Office Use Only</p> <p style="text-align: center; font-size: 1.2em;">DRAFT 16-6-16</p>	
<p>PLAN OF SUBDIVISION OF LOT 1 IN D.P.1221916</p>	<p>LGA: HURSTVILLE Locality: PENSHURST Parish: ST GEORGE County: CUMBERLAND</p>	
<p style="text-align: center;">Strata Certificate (Approved Form 5)</p> <p>(1) *The Council of *The Accredited Certifier: Accreditation number: has made the required inspections and is satisfied that the requirements of; *(a) Section 37 or 37A <i>Strata Schemes (Freehold Development) Act 1973</i> and clause 29A <i>Strata Schemes (Freehold Development) Regulation 2012</i>, *(b) Section 66 or 66A <i>Strata Schemes (Leasehold Development) Act 1986</i> and clause 30A of the <i>Strata Schemes (Leasehold Development) Regulation 2012</i>, have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>*(4) The building encroaches on a public place and; *(a) The Council does not object to the encroachment of the building beyond the alignment of *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>*(5) This approval is given on the condition that lot(s) [^]..... are created as utility lots in accordance with section 39 of the <i>Strata Schemes (Freehold Development) Act 1973</i> or section 68 of the <i>Strata Schemes (Leasehold Development) Act 1986</i>.</p> <p>Date: Subdivision number: Relevant Development Consent number: Issued by: Signature: <p style="text-align: center;">Authorised Person /General Manager/Accredited Certifier</p></p> <p>* Strike through if inapplicable. [^] Insert lot numbers of proposed utility lots.</p>	<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners – Strata Plan No 154-156 Penshurst Street PENSHURST NSW 2222</p> <hr/> <p>The adopted-by-laws for the scheme are: * [^]..... <u>RESIDENTIAL</u>..... <u>Model By-laws</u> * together with, Keeping of animals: Option *A*/B*/G * By-laws in _____ sheets filed with plan. * Strike through if inapplicable [^] Insert the type to be adopted (Schedules 2 - 7 <i>Strata Schemes Management Regulation 2010</i>)</p> <hr/> <p style="text-align: center;">Surveyor's Certificate (Approved Form 3)</p> <p>I,.....JASON RODNEY KEYWOOD..... of ... JRK SURVEYS PTY LTD, P.O. BOX 2035, WOONONA EAST 2517 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, hereby certify that:</p> <p>(1) Each applicable requirement of * Schedule 1A of the <i>Strata Schemes (Freehold Development) Act 1973</i> has been met * Schedule 1A of the <i>Strata Schemes (Leasehold Development) Act 1986</i> has been met *(2) *(a) The building encroaches on a public place; *(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by [^]..... to permit the encroachment to remain.</p> <p>*(3) The survey information recorded in the accompanying location plan is accurate.</p> <p>Signature: Date:</p> <p>* Strike through if inapplicable. [^] Insert the deposited plan number or dealing number of the instrument that created the easement</p>	
<p>Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A</p>	<p>SURVEYOR'S REFERENCE: 15-305SPEP-DRAFT</p>	

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF
LOT 1 IN D.P.1221916**

DRAFT 16-6-16

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of endorsement:.....

UNIT	ENTITLEMENT
1	
2	
3	
4	
5	
AGGREGATE	

FOUAD GEORGE

**PLATINUM PROJECT MANAGEMENT AUSTRALIA PTY LTD
(ACN 602 704 003) AS TRUSTEE FOR
PLATINUM PROJECT MANAGEMENT AUSTRALIA TRUST**

**RAFIC ZAFIR
(SOLE DIRECTOR) & SECRETARY**

Surveyor's Reference: 15-305SPEP-DRAFT

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF
LOT 1 IN D.P.1221916**

DRAFT 16-6-16

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of endorsement:.....

If space is insufficient use additional annexure sheet

Surveyor's Reference: **15-305SPEP-DRAFT**

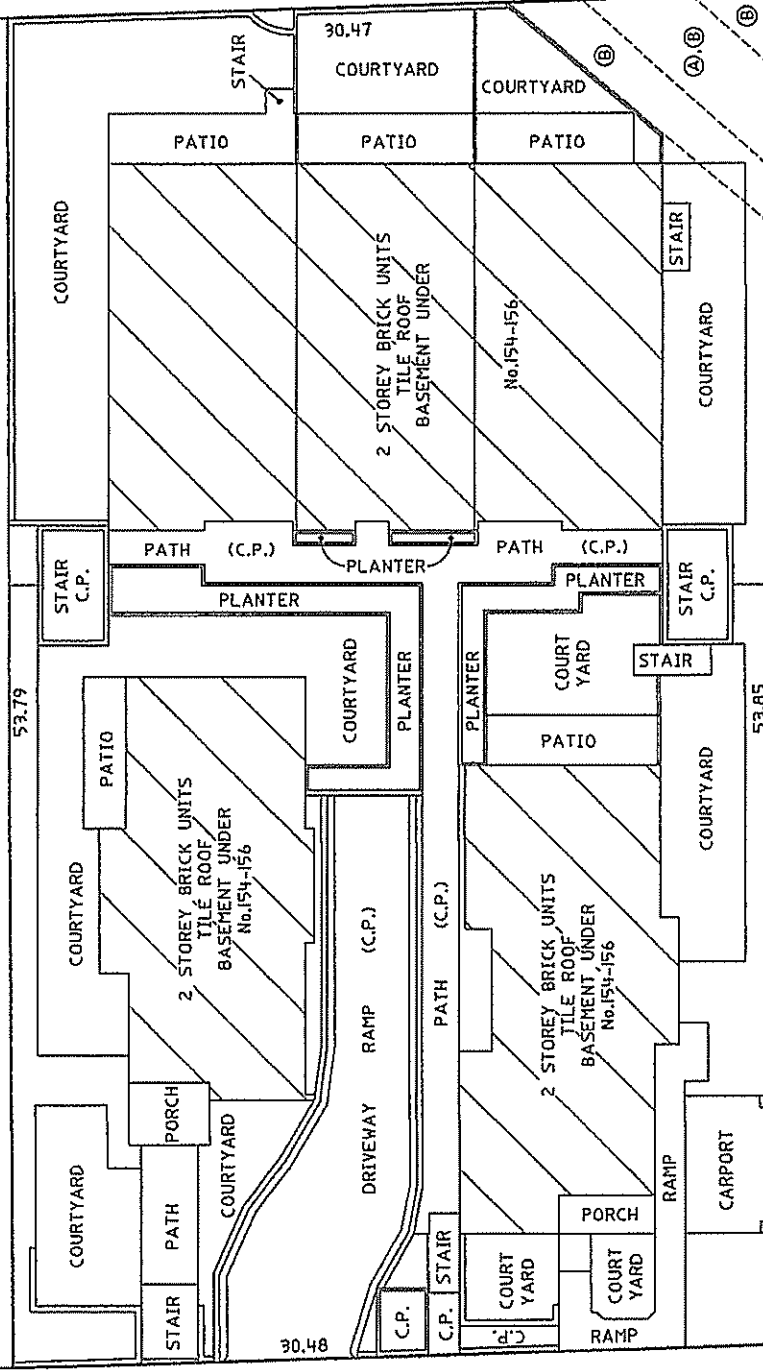
(A) - EASEMENT FOR STORMWATER 3.05 WIDE (D9H0954)

(B) - DRAINAGE EASEMENT (D.P.925638)

LOCATION PLAN

S.P. 37166

D.P. 1149054



PENSHURST STREET

D.P. 350715

S.P. 75875

DRAFT STRATA PREPARED FROM ZHINAR ARCH. PLANS ONLY. FINAL STRATA SUBJECT TO FINAL DEVELOPMENT CONSENT & FINAL SURVEY OF COMPLETED BUILDING WORKS.

C.P. - DENOTES COMMON PROPERTY

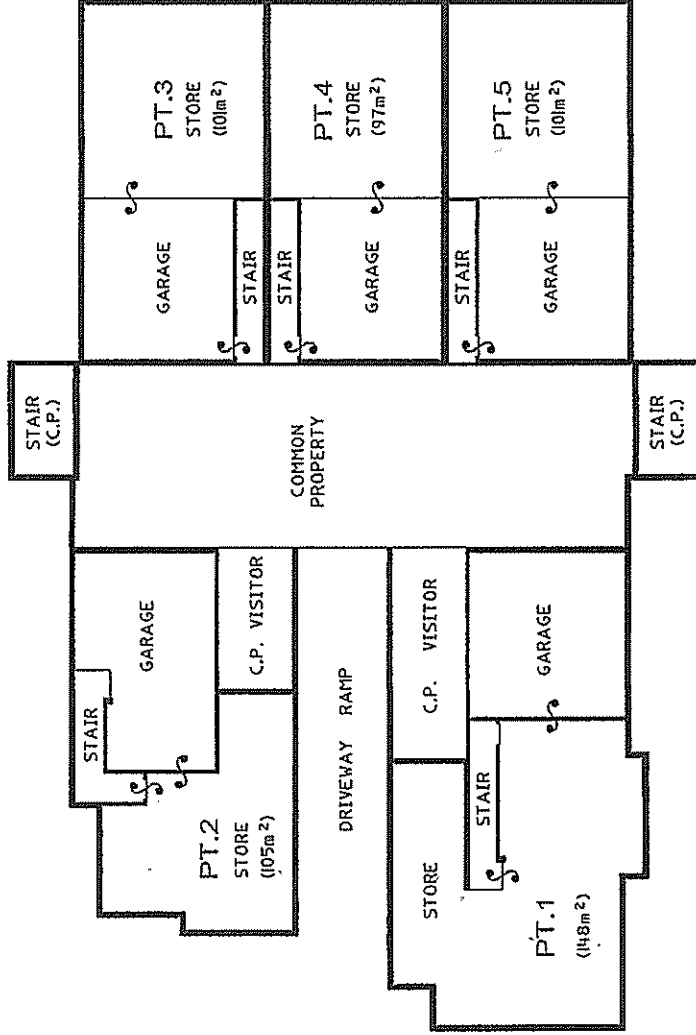
Surveyor: JASON RODNEY KEYWOOD
Surveyor's Ref: 15-305SPSP-DRAFT
Subdivision No:
Lengths are in metres. Reduction Ratio 1:200

Registered:

SP DRAFT 16-6-16

10	20	30	40	50	60	100	110	120	130	140	150
Table of mm											

BASEMENT



C.P. - DENOTES COMMON PROPERTY
 C.S. - DENOTES CAR SPACE
 ALL AREAS ARE APPROXIMATE

DRAFT STRATA PREPARED FROM ZHINAR
 ARCH. PLANS ONLY. FINAL STRATA
 SUBJECT TO FINAL DEVELOPMENT CONSENT
 & FINAL SURVEY OF COMPLETED BUILDING
 WORKS.

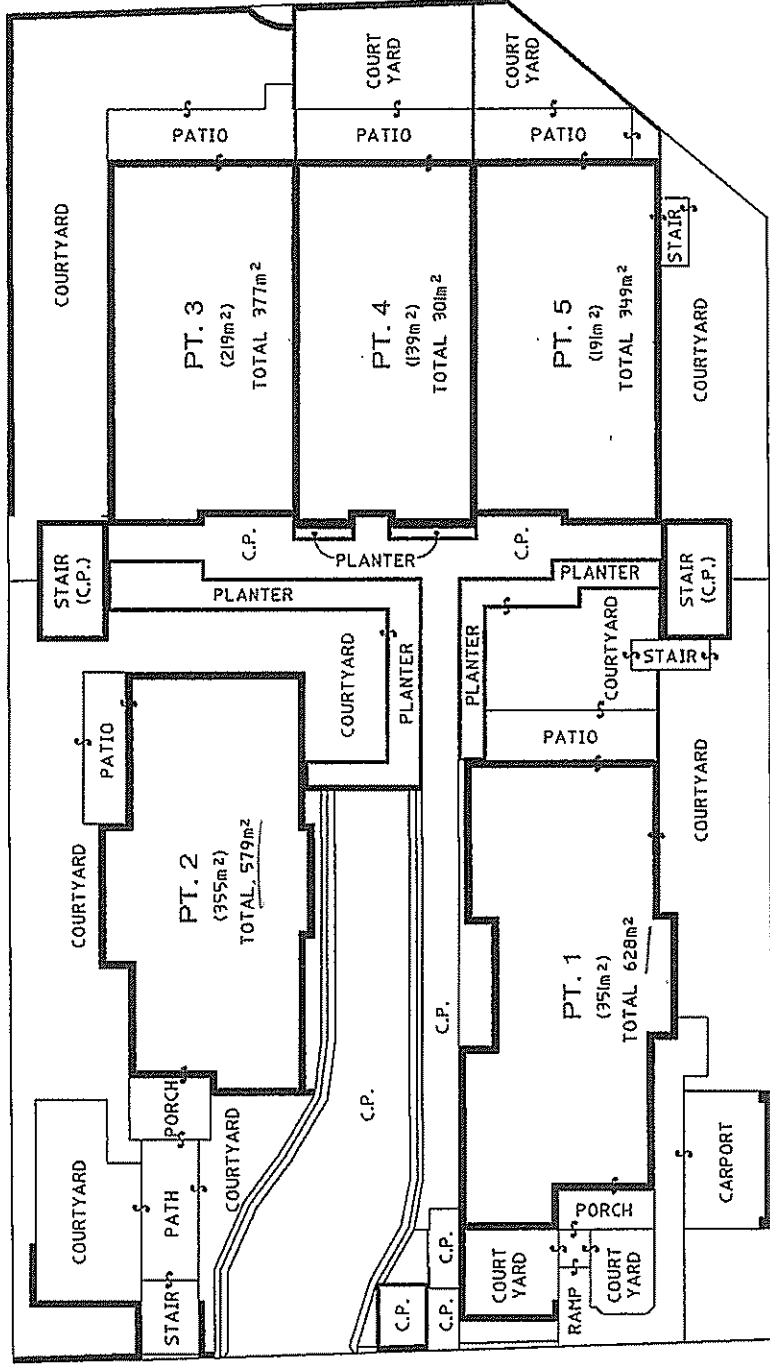
Surveyor: JASON RODNEY KEYWOOD
 Surveyor's Ref: 15-305 SPEP DRAFT
 Subdivision No:
 Lengths are in metres. Reduction Ratio 1:200

Registered:

SP DRAFT 16-6-16

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

GROUND FLOOR

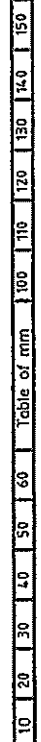


DRAFT STRATA PREPARED FROM ZHINAR ARCH. PLANS ONLY. FINAL STRATA SUBJECT TO FINAL DEVELOPMENT CONSENT & FINAL SURVEY OF COMPLETED BUILDING WORKS.

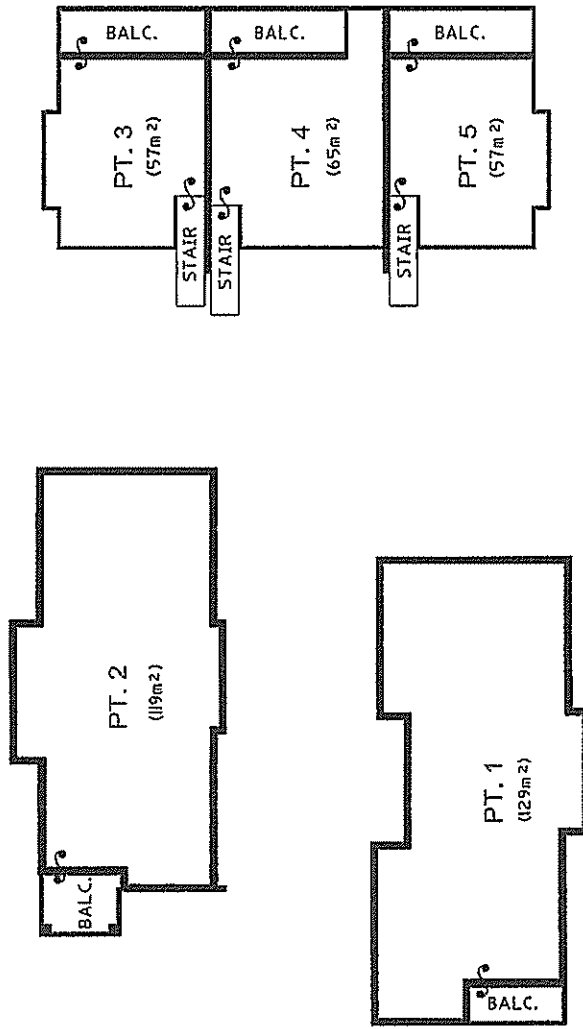
C.P. - DENOTES COMMON PROPERTY
 THE STRATUM OF ANY TERRACE OR BALCONY EXTEND FROM THEIR UPPER HARDSTAND SURFACES TO 5 ABOVE THE SAME, EXCEPT WHERE COVERED.
 ALL AREAS ARE APPROXIMATE.

Surveyor: JASON RODNEY KEYWOOD
 Surveyor's Ref: 15-305 SPEP DRAFT
 Subdivision No:
 Lengths are in metres. Reduction Ratio 1:200

Registered:
 SP DRAFT 16-6-16



FIRST FLOOR



DRAFT STRATA PREPARED FROM ZHINAR
 ARCH. PLANS ONLY. FINAL STRATA
 SUBJECT TO FINAL DEVELOPMENT CONSENT
 & FINAL SURVEY OF COMPLETED BUILDING
 WORKS.

BALC. - DENOTES BALCONY
 THE STRATUM OF ANY TERRACE OR BALCONY
 EXTEND FROM THEIR UPPER HARD STAND SURFACE
 TO 5 ABOVE THE SAME, EXCEPT WHERE COVERED.
 ALL AREAS ARE APPROXIMATE.

Surveyor: JASON RODNEY KEYWOOD
 Surveyor's Ref: 15-305 SPEP DRAFT
 Subdivision No:
 Lengths are in metres. Reduction Ratio 1:200

Registered:

SP DRAFT 16-6-16

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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STRATA SCHEME 94205

Special Bylaw No.

Lot 1 & 2 Exclusive Use Car Space

Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Rights of Exclusive Use to part of the common property for the benefit of that Owner, and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred, in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- (2) “**Lot**” is lot 1 and lot 2 respectively on the strata scheme.
- (3) “**Owner**” means the owner or owners of the Lot from time to time on strata plan no.94205.
- (4) “**Rights of Exclusive Use**” means the rights to exclusively use part of the common property, namely the respective Car Space adjacent to Lot 1 Garage & Store and Lot 2 Garage & Store in the Basement of the strata scheme, as identified in the *marked strata plan diagram* attached to this by-law as “**Annexure A**”.
- (5) “**Car Space**” means the name given to the part of common property for which each respective Owner has been granted rights of exclusive use.
- (6) In this Common Property Rights By-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this by-law;
 - (b) words importing the singular include the plural and visa versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (7) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Rights of Exclusive Use

- (8) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Rights of Exclusive use granted to each respective Owner.

CONDITIONS

Owner’s Enduring Rights and Obligations

Use of the Car Space

- (9) The Owner of each respective Lot must only use the Car Space assigned to their Lot for the purpose of parking a vehicle.

(10) The Owner of each respective Lot must not use the Car Space other than as specified in clause (9) above, and must obtain the Owners Corporation written approval via subsequent common property rights by-law, pursuant to the Act, for any changes to the Car Space, including any additions, alterations and erection of structures within the Car Space.

Access to the Car Space

(11) The Owner must provide access to the Car Space, within a reasonable time, upon the request of the Owners Corporation in respect of common property issues that may arise in respect of the Car Space.

Maintenance and Repair

(12) The Owners Corporation may paint line markings on the common property marking out the Car Space assigned to each Lot.

(13) The Owners Corporation must properly maintain and keep bitumen and line markings in the Car Space and on the common property in a state of good and serviceable repair.

(14) The Owner must notify the Owners Corporation in respect of any damage to the Car Space, to allow for prompt repair and maintenance.

(15) The Owner shall be responsible for keeping the Car Space neat, tidy and in a state of good repair.

Liability and Indemnity

(16) The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use of the Car Space;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of use of the Car Space; and
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use of the Car Space.

Repair of Damage

(17) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the use of the Car Space no matter when such damage may become evident.

(18) Any loss and damage suffered by the Owners Corporation as a result of the Owner using the Car Space may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

(19) The Owners Corporation reserves the right to remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

154-156 Penshurst Street Penshurst

List of inclusions

1. 900mm Gas cooktop.
2. 900mm Electric oven.
3. Range hood.
4. Electric dryer.
5. Close line.
6. Blinds.
7. Antenna.
8. Intercom.
9. Built in wardrobes.
10. Remote control, lock up garage.

FOLIO: 1/1221916

SEARCH DATE	TIME	EDITION NO	DATE
31/1/2017	10:00 AM	1	26/7/2016

LAND

LOT 1 IN DEPOSITED PLAN 1221916
AT PENSHURST
LOCAL GOVERNMENT AREA GEORGES RIVER
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1221916

FIRST SCHEDULE

FOUAD GEORGE
PLATINUM PROJECT MANAGEMENT AUSTRALIA PTY LTD
AS TENANTS IN COMMON IN EQUAL SHARES

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A156 DRAINAGE EASEMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 D340954 EASEMENT FOR STORMWATER 3.05 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 AK218200 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED OF THE PART FORMERLY IN 102/590287A
- 5 AK218235 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED OF THE PART FORMERLY IN 102/590287B
- 6 AJ515632 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED OF THE PART FORMERLY IN 101/590287

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

20	30	40	50	60	70	80	90	100	110	120	130	140	150
Scale of mm													

SURVEYING & SPATIAL INFORMATION REGULATION 2012				
M.G.A. CO-ORDINATES				
HARK	EASTING	NORTHING	ZONE	CLASS ORDER
SSH 84437	322 804471	6 240 060188	56 C	4
SSH 49376	322 987372	6 240 817194	56 B	2
SSH 51979	322 699036	6 240 949292	56 B	2

COMBINED SCALE FACTOR 0.999978

SOURCE: MGA CO-ORDINATES ADOPTED FROM LPI
NSW AS AT 5TH OCTOBER 2015

- (A) - EASEMENT FOR STORMWATER 3.05 WIDE (0.340954)
- (B) - DRAINAGE EASEMENT (A156)

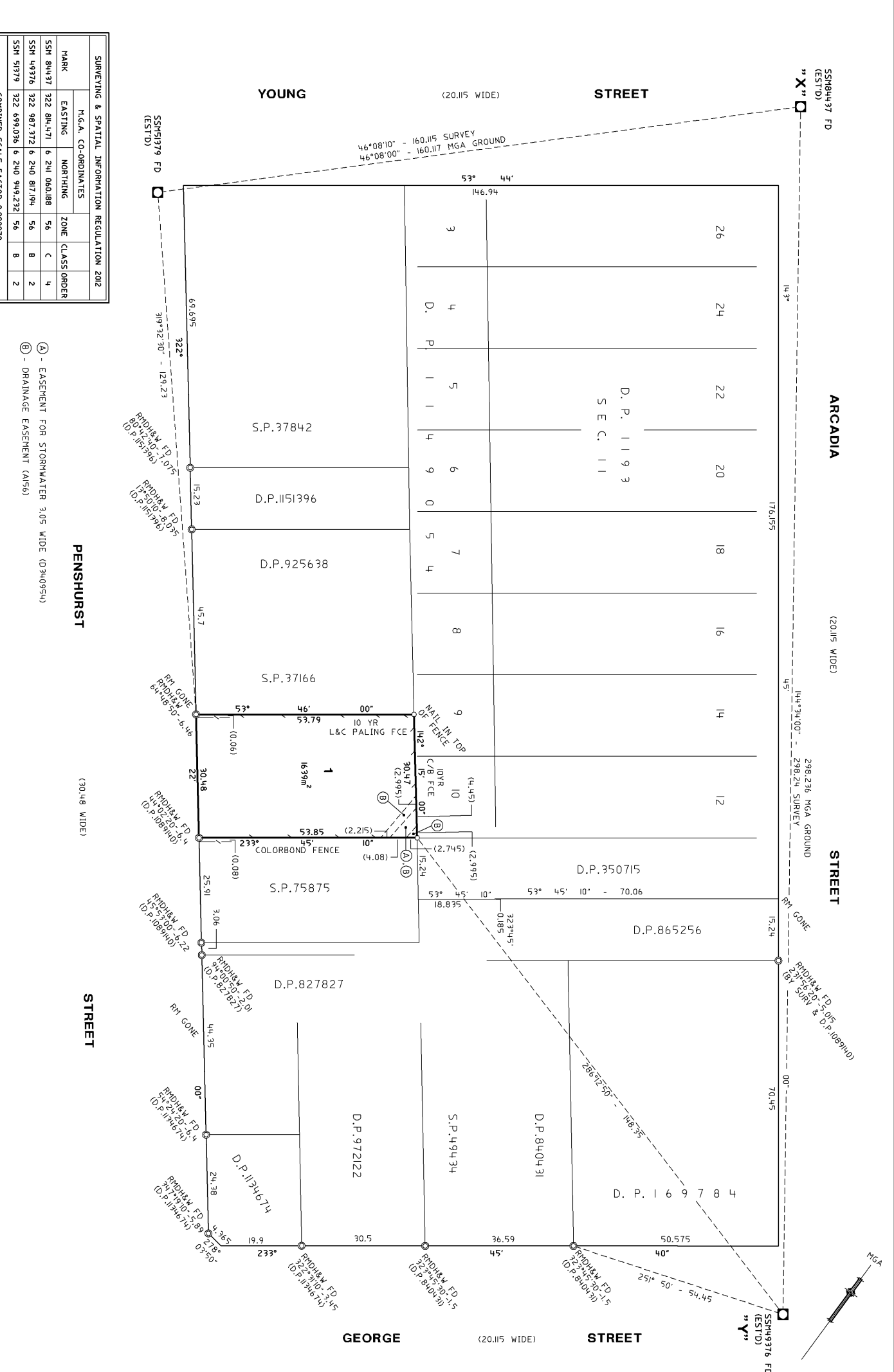
Surveyor: JASON RODNEY KEYWOOD
J.R.K. SURVEYS PTY LTD
Date of Survey: 4TH NOVEMBER 2015
Surveyor's Ref: 15-305DPEP

**PLAN OF CONSOLIDATION
OF LOTS 101 & 102 IN D.P.590287**

LGA: GEORGES RIVER
Locality: PENSHURST
Subdivision No: _____


Registered
26.7.2016

DP1221916




DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  26.7.2016</p> <p>Title System: TORRENS</p> <p>Purpose: CONSOLIDATION</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1221916</h1>
<p>PLAN OF CONSOLIDATION OF LOTS 101 & 102 IN D.P.590287</p>	<p>LGA: GEORGES RIVER</p> <p>Locality: PENSHURST</p> <p>Parish: ST GEORGE</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, JASON RODNEY KEYWOOD of .. JRK SURVEYS P/L, P.O. BOX 2035, WOONONA EAST, NSW 2517... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on ... 4TH NOVEMBER 2015...</i></p> <p><i>*(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p> <p>Signature: <i>J.R.K.</i> Dated: <i>2-3-16</i>.....</p> <p>Surveyor ID: 1427</p> <p>Datum Line: "X" - "Y"</p> <p>Type: *Urban/#Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p><i>*Strike through if inapplicable.</i></p> <p><i>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>Plans used in the preparation of survey/compilation. DP's 590287, 748841, 840431, 851559, 865256, 1081977, 1089140, 1134674, 1151396</p> <p style="text-align: right;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 15-305DPEP</p>

DP1221916

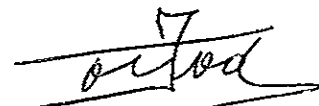
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  26.7.2016</p> <p>PLAN OF CONSOLIDATION OF LOTS 101 & 102 IN D.P.590287</p> <hr/> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1221916</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
--	---

Lot	Street No.	Street Name	Street Type	Locality
1	154-156	Penshurst	Street	Penshurst

Pursuant to Sec. 88B of the Conveyancing Act 1919, it is intended to release:

1. Easement for sewerage (D.P.590287)



FOUAD GEORGE

PLATINUM PROJECT MANAGEMENT AUSTRALIA PTY LTD
(ACN 602 704 003) AS TRUSTEE FOR
PLATINUM PROJECT MANAGEMENT AUSTRALIA TRUST



RAFIC ZAFIR
(SOLE DIRECTOR) & SECRETARY


If space is insufficient use additional annexure sheet

Surveyor's Reference: 15-305DPEP

DP1221916

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only
 Registered:  26.7.2016

PLAN OF CONSOLIDATION OF
 LOTS 101 & 102 IN D.P.590287

Subdivision Certificate number:
 Date of Endorsement:

Office Use Only
DP1221916

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

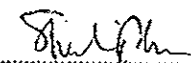
Executed for and on behalf of
 Australia and New Zealand Banking Group Limited)
 ABN 11 005 357 522)
 under Power of Attorney dated 18th November 2002)
 and registered in New South Wales)
 Book: 4376 Folio: 410 by)

JOHN LESLIE BRYANT

.....
 who certifies that he/she is a
 Senior Manager / Manager
 and that he/she has not received
 notice of revocation of that Power.

) 
)
) Signature of Attorney

) In the presence of

) 
)
) Signature of Witness

) SHERLING CHU
)
) Print name of Witness
) 18/242 Pitt Street
) SYDNEY NSW 2000
) Address of Witness

If space is insufficient use additional annexure sheet


Surveyor's Reference: 15-305DPEP

DP1221916

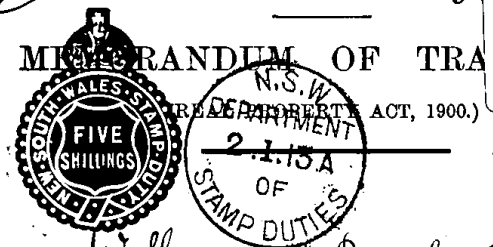
Ref:94205 /Src:M

New South Wales. 6

Transfer
 Endorsement
 Certificate



A156Q
A 156
 FEB 1913



FEE SIMPLE.

A156 53

I, Alfred Williams of Bourah, Gentleman

- a Name, residence, occupation, or other designation, in full, of Transferor.
- b If a less estate, strike out "in fee simple," and interline the required alteration.
- c All subsisting encumbrances must be noted hereon. (See page 2.)
- d If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in *fee simple*^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of thirty five pounds.

(£35:0:0)

- e Name, residence, occupation, or other designation in full, of transferee.
If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to me by Violet Ada Marshall wife of Robert Duncan Marshall of Railway Employee

the receipt whereof I hereby acknowledge,

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

do hereby transfer to the said Violet Ada Marshall

- g Area, in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing^g

- h Parish or town and county.

situate in^h the Parish of St George County of Cumberland

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

beingⁱ part of the land comprised inⁱ certificate of title

- j "Crown Grant," or "Certificate of Title."

dated 3rd day of November 1888 registered volume No. 901 folio 60

- k Strike out if not approved.

And also in the pieces of land as follows:—
~~being~~ as shown on the plan annexed hereto and therein edged red
and subject to Reservation of the Drainage easement, colored brown
on the plan annexed hereto.

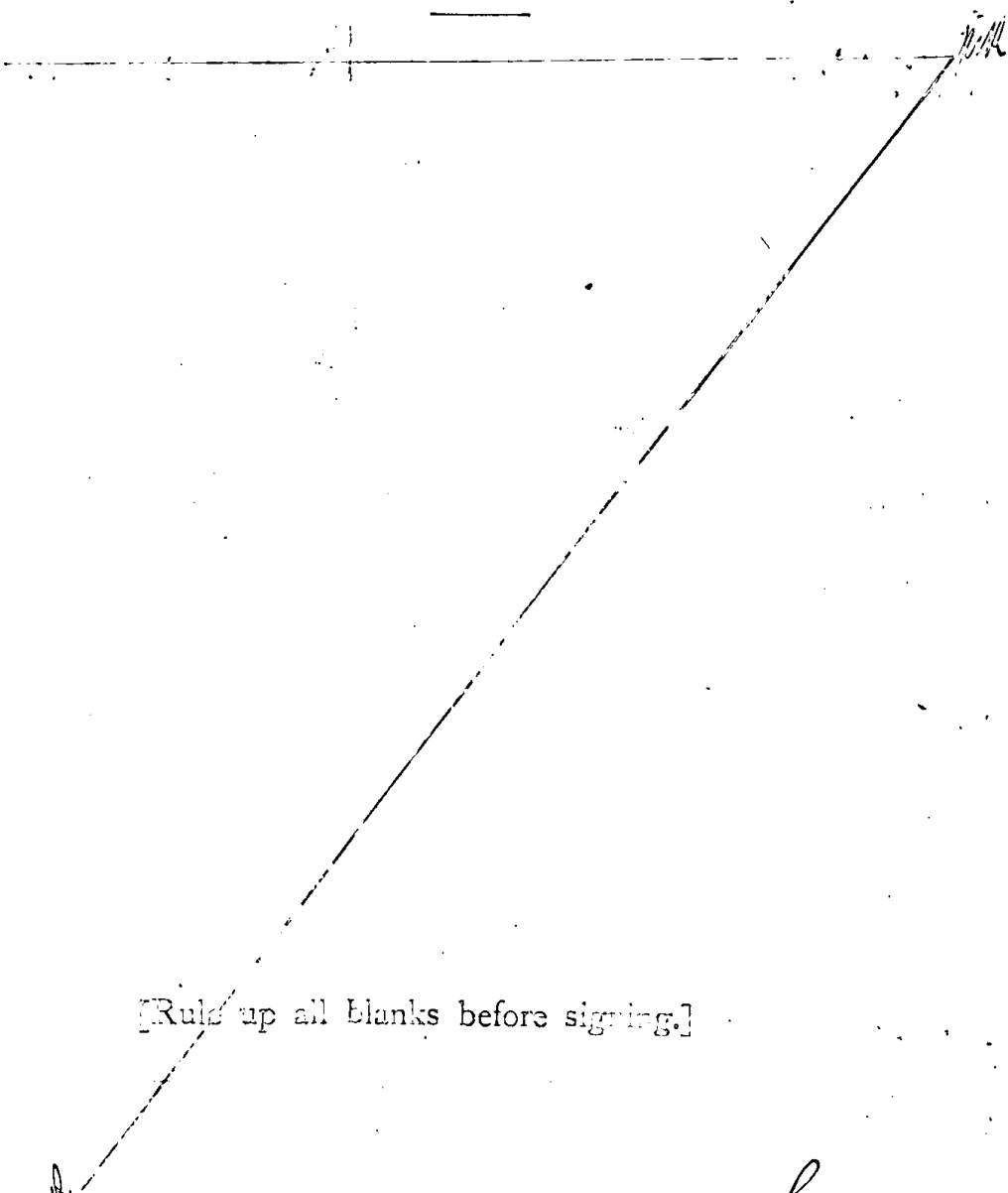
These references will suffice, if the whole land in the grant or certificate be transferred.
 But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—
 "as delineated in the "plan hereon [or "annexed hereto"] or "described as follows, "viz.":—
 Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

[Rule up all blanks before signing.]

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

The form when filed should be ruled up to that no alterations are possible. No alterations should be made by erasure. The words hereon should be scored through with the pen, and there substituted in written characters, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

p See note "c," page 1.
A very short note of
the particulars will
suffice.



[Rule up all blanks before signing.]

12 If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J. P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESSES must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

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

13 Repeat attestation for additional parties if required.

In witness whereof, I have hereunto subscribed my name, at Sydney
the 23rd day of December in the year
of our Lord one thousand nine hundred and twelve

Signed in my presence by the said

Alfred Williams
WHO IS PERSONALLY KNOWN TO ME

Alfred Williams
Transferrer.*

Signed*

James R. R. R.
John Sydney

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



Declaration by Licensed Surveyor.

(REAL PROPERTY ACT, No. 25 OF 1900, SEC. 113.)

I, W. B. McClelland
of 92nd Pitt Street Sydney
Licensed Surveyor, specially Licensed under the Real Property Act,

1900, do hereby solemnly and sincerely declare that the boundaries
and measurements shown on the plan of part of land comprised
in Certificate of Title Vol 901 pt 10

hereto annexed, and marked "A,"

Situated in the Municipality of Sherbrooke
Parish of St George County of Cumberland

are correct for the purposes of the said Act, and that the said plan
and the survey of the land to which the same relates have been
prepared and made by me, or under my immediate supervision; and

I make this solemn declaration, conscientiously believing the same to
be true, and by virtue of the provisions of the Oaths Act, 1900.

SUBSCRIBED and declared at

Sydney this
twenty first day of
December 1912,

W. B. McClelland

before me,—

W. A. Deane
J.P.

• Name. † Residence and Occupation ‡ Particulars of the Estate—Title and Situation.

Ref:94205 /Src:Mres
nereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or impersonation, and for this reason it is essential that the signature should, if possible, be obtained.

* Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the said

Violet Ada Marshall
WHO IS PERSONALLY KNOWN TO ME
Thomas R. R. R.

J. A. Marshall
Transferree.

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

FORM OF DECLARATION BY ATTESTING WITNESS.*

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

* May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
† Name of witness and residence.
‡ Name of Transferree.
§ Name of Transferree.
|| Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

3²/₄ pers being part of lot 11
of sec 11 on D.F.A. 1193 at
Lushurst near of Hurstville
Pt of St George

Lodged by

(Name) Russell Charles Roxburgh
(Address) 18 Bridge Street Sydney

Reserving Easement of drainage

A Williams

Transferor.

Wiolet Ada Marshall

Transferee.

Particulars entered in the Register Book, Vol. 901-

Folio 60

the 6th day of February, 1913,
at _____ minutes three o'clock
in the _____ after noon.

[Signature]



Registrar

[Handwritten initials and marks]

14 FEB. 1913

	DATE	
RECORDS	9-1-13	
RECORDS	9-1-13	8 FEB 1913
REQUISITN.	4 FEB 1913	
REGISTR.	11 FEB 1913	
RECORDS	1 FEB 1913	
RECORDS	5 FEB 1913	
RECORDED	12-2-13	
RECORDED	19-2-13	
RECORDED	21-2-13	
REGISTRAR GENERAL	5 FEB 1913	

2343

67
FOL.

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid. If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1878, the purchaser is not compelled to take out Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

14 FEB. 1913

Crown Instrument not liable to Stamp Duty or Payment of Registration or Other Fees
 CONVEYANCING ACT, 1919-1939.
 REAL PROPERTY ACT, 1900.

D340954

IAN 3 2 23E
 O.H.M.S
 2 Plans. 10-0
 N.R. 12-6
 14 6
 2-0-0 JAD

Notice of Resumption of Land subject to the provisions of the Real Property Act, 1900

STANLEY GORDON WATSON Assistant Crown Solicitor DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the third day of November one thousand nine hundred and forty four, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of such easement or right under the Real Property Act, 1900, and I, the said STANLEY GORDON WATSON HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the seventh day of March, one thousand nine hundred and forty one under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

SCHEDULE.

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Lot 5	11	D.P. 1193	Part	2405	93
" Lots 5 & 6	"	"	"	5456	227
" " 7 & 8	"	"	"	5456	228
" " 11	"	"	"	2343	67
being the lands delineated and edged red in the plan hereunto annexed marked "A"					
Pt. Lot 14	Section 2	D.P. 3446	Part	4852	80
" " 15	"	"	"	5053	36
" " 16	"	"	"	5003	16
" " 17 & 18	"	"	"	1307	122
being the lands delineated and edged red in the plan hereunto annexed marked "B"					

DATED this third day of January in the year of Our Lord

one thousand nine hundred and forty five

SIGNED by the said STANLEY GORDON WATSON

in the presence of McCarthy

THE REGISTRAR GENERAL, SYDNEY.

[Handwritten signature]
 B

P. 1895

[Published in Government Gazette No. 107 of 3rd November, 1944.]

PUBLIC WORKS ACT, 1912.

HURSTVILLE STORMWATER DRAINAGE: WOLLI CREEK STORM-WATER CHANNEL: DUMBLETON-ROAD BRANCH.

Acquisition of Easement.

IT IS HEREBY NOTIFIED AND DECLARED by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right to use the surface and the subsoil or undersurface of the land described in the Schedule hereto for the construction and maintenance of a stormwater channel is, as to so much of the said land as is Crown land, hereby appropriated and is, as to so much of the said land as is private property, hereby resumed under the Public Works Act, 1912, for the purposes of a certain authorised work, namely, Hurstville Stormwater Drainage: Dumbleton-road Branch; AND the said easement or right is vested in the Minister for Public Works as Constructing Authority.

Dated this 25th day of October, 1944.

WAKEHURST, Governor.

By His Excellency's Command,

J. J. CAHILL, Minister for Public Works.

SCHEDULE.

All that piece or parcel of land 10 feet wide situate in the Municipality of Hurstville, parish of St. George, county of Cumberland, being part of lots 5, 7, 9 and 11, section 11, deposited plan No. 1,193: Commencing on the north-eastern side of Peshurst-street at a point bearing 314 degrees 5 minutes and distant 146 feet 9 1/2 inches from the intersection of that side of that street with the north-western side of George-street; and bounded thence on the south-west by the aforesaid north-eastern side of Peshurst-street bearing 314 degrees 5 minutes 14 feet 7 1/2 inches; on the west by a line bearing 357 degrees 11 minutes 258 feet 5 1/2 inches to the north-eastern boundary of the said lot 11; on the north-east by part of that boundary bearing 133 degrees 58 minutes 14 feet 7 1/2 inches; and on the east by a line bearing 177 degrees 11 minutes 258 feet 6 inches to the point of commencement,— and said to be in the possession of Violet Ada Marshall and Philip J. Randles.

Also, all that piece or parcel of land situate as aforesaid, being part of lots 14, 15, 16, 17 and 18, section 2, deposited plan No. 3,446: Commencing on the north-eastern side of Salisbury-street at the southernmost corner of the said lot 18; and bounded thence on the south-west by that side of Salisbury-street bearing 314 degrees 5 minutes 13 feet 0 1/2 inch; generally on the west by lines successively bearing 345 degrees 7 minutes 109 feet 3 1/2 inches and 353 degrees 39 minutes 174 feet 6 inches to the north-eastern boundary of the said lot 14; on the north-east by part of that boundary bearing 134 degrees 5 minutes 15 feet 7 1/2 inches; generally on the east by lines successively bearing 176 degrees 48 minutes 34 feet 10 1/2 inches, 173 degrees 39 minutes 127 feet 0 1/2 inch, and 165 degrees 7 minutes 119 feet 1 1/2 inches to the south-eastern boundary of the said lot 18; and on the south-east by part of that boundary bearing 224 degrees 5 minutes 1 foot 6 inches to the point of commencement,—and said to be in the possession of Donald Munro and others.

(S.W. 44-3,660)

(1201)

*Descriptions as per
and plans
C.H.*

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness *H. H. Carthy*

L. J. ...

No. D340954

LODGED by
State Crown Solicitor,
237 Macquarie Street,
Sydney.

NOTICE OF RESUMPTION.

of Easement for storm-water channel.
of Easement over part of
lots 5, 7, 9 & 11 Acc 11 & P 1193
and pt of lots 14 to 18 Acc 2
RP 3446. at Penhurst
Mung & Hurstville
Minister for Public Works

*2 plans
1871*

Particulars entered in Register Book.

Vol.	1307	Fol.	122
"	2343	"	67
"	2405	"	93
"	4852	"	80
"	5003	"	16
"	5053	"	36

and on Mortgage A.38121 + C 195107
the 227 & 228
30th

day of April 1945
at 12 minutes
o'clock in the noon.

Stamp: 17 APR 1945

W. Hill
lyn
Registrar General.



17/45

for Easement Purposes, only

Municipality of Hurstville

HURSTVILLE STORMWATER DRAINAGE

OLLIE CREEK MAIN CHANNEL - DUMBLETON ROAD BRANCH

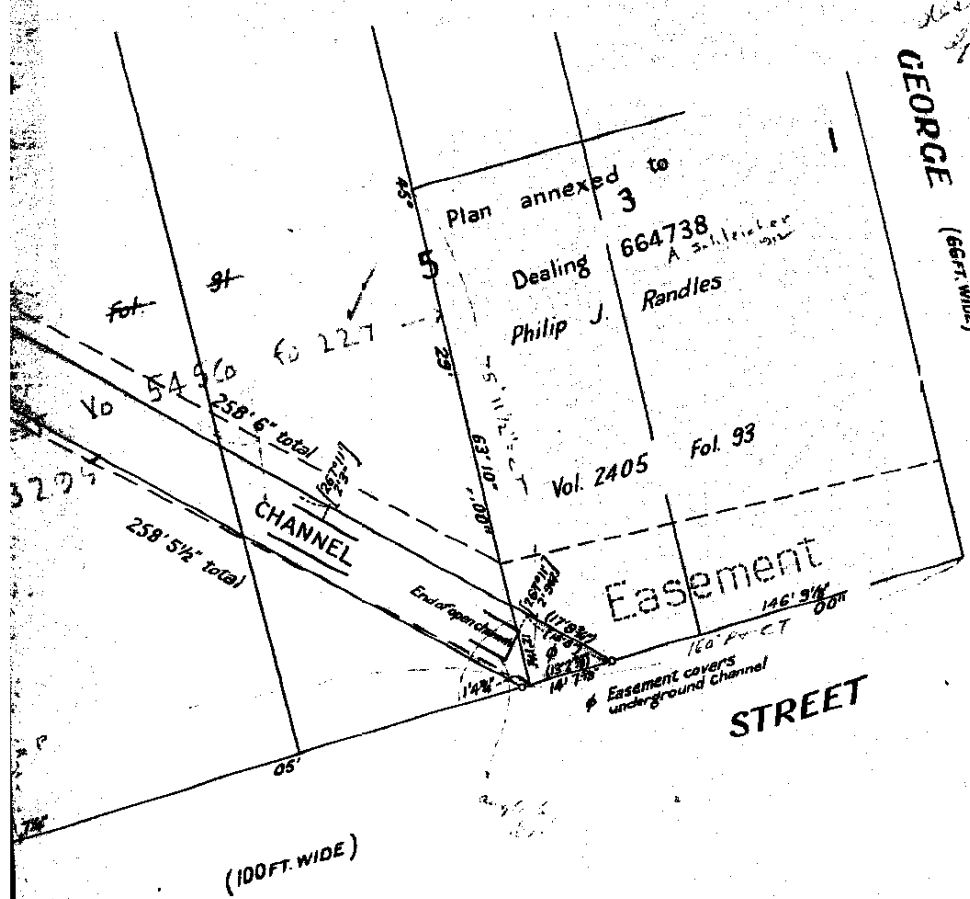
- PLAN -

(35) "A"

Showing site of easement proposed to be resumed for Stormwater Channel.
Township of St. George : County of Cumberland

Scale: 20 feet to an inch
Plan Cat# 10638 F.B. N1055

EASEMENT FOR Stormwater Channel
BY NOTIFICATION IN GAZETTE
ON 3-11-94 Vol. 105 pgs. 1895



Plan shown with description in Gazette.

See plan in Gazette for details.

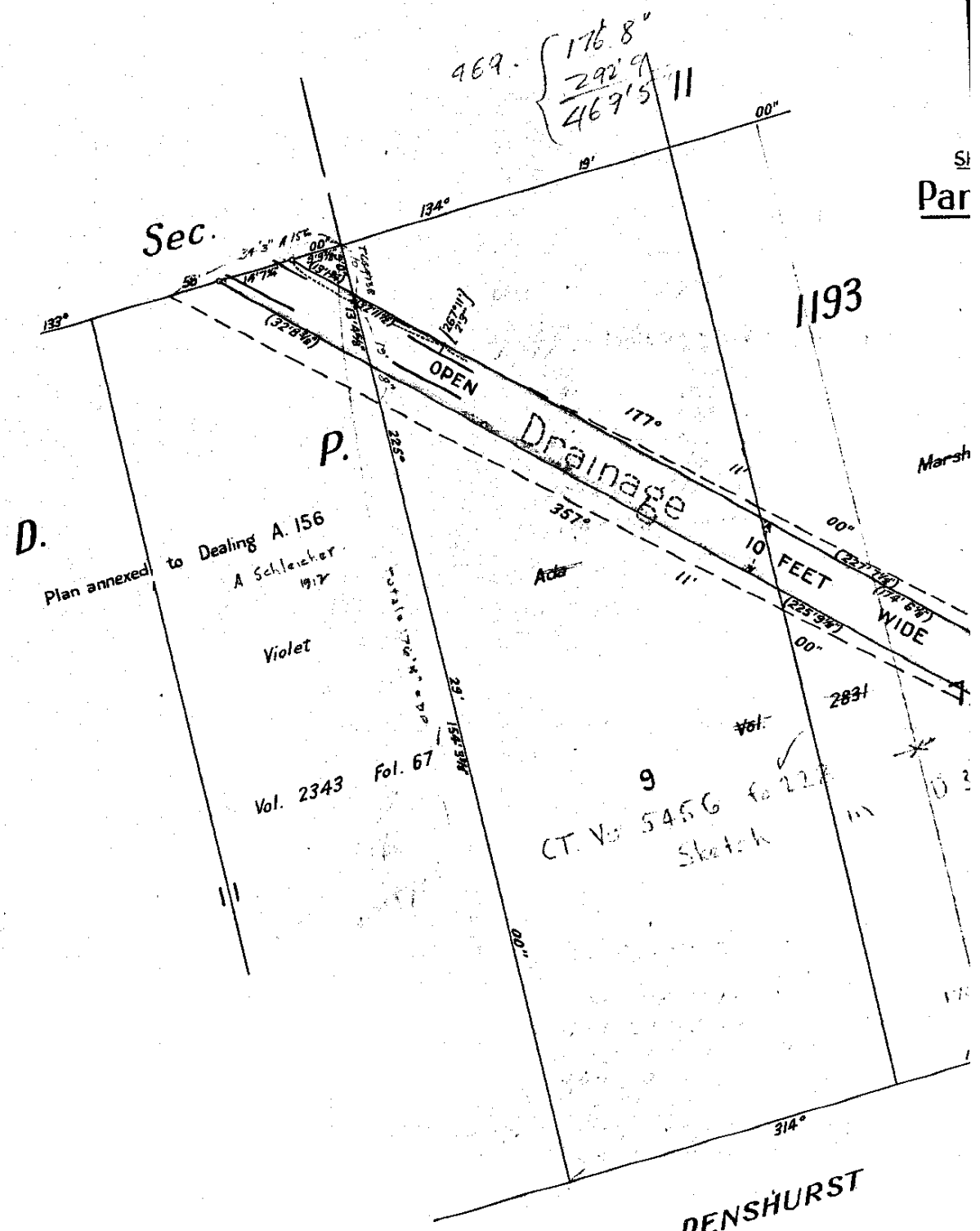
I certify that this plan has been compiled from information shown in plans annexed to Dealings 664738 & A.156 & F.B. N1055 Public Works Department and is correct.

George Howard
Surveyor Registered under the Surveyors Act, 1929
27.9.1942

B

Accepted

P. W. D.



NOTE : Connections shown thus [267° 11'] are to inner face of channel wall at top (Wing Cut #)

PENSURST



easement purposes only

Municipality of Hurstville

(37) "B"

P. 1910

HURSTVILLE STORMWATER DRAINAGE

WOLLI CREEK MAIN CHANNEL - DUMBLETON ROAD BRANCH

- PLAN -

Showing site of easement proposed to be resumed for Stormwater Channel.

Parish of St. George County of Cumberland

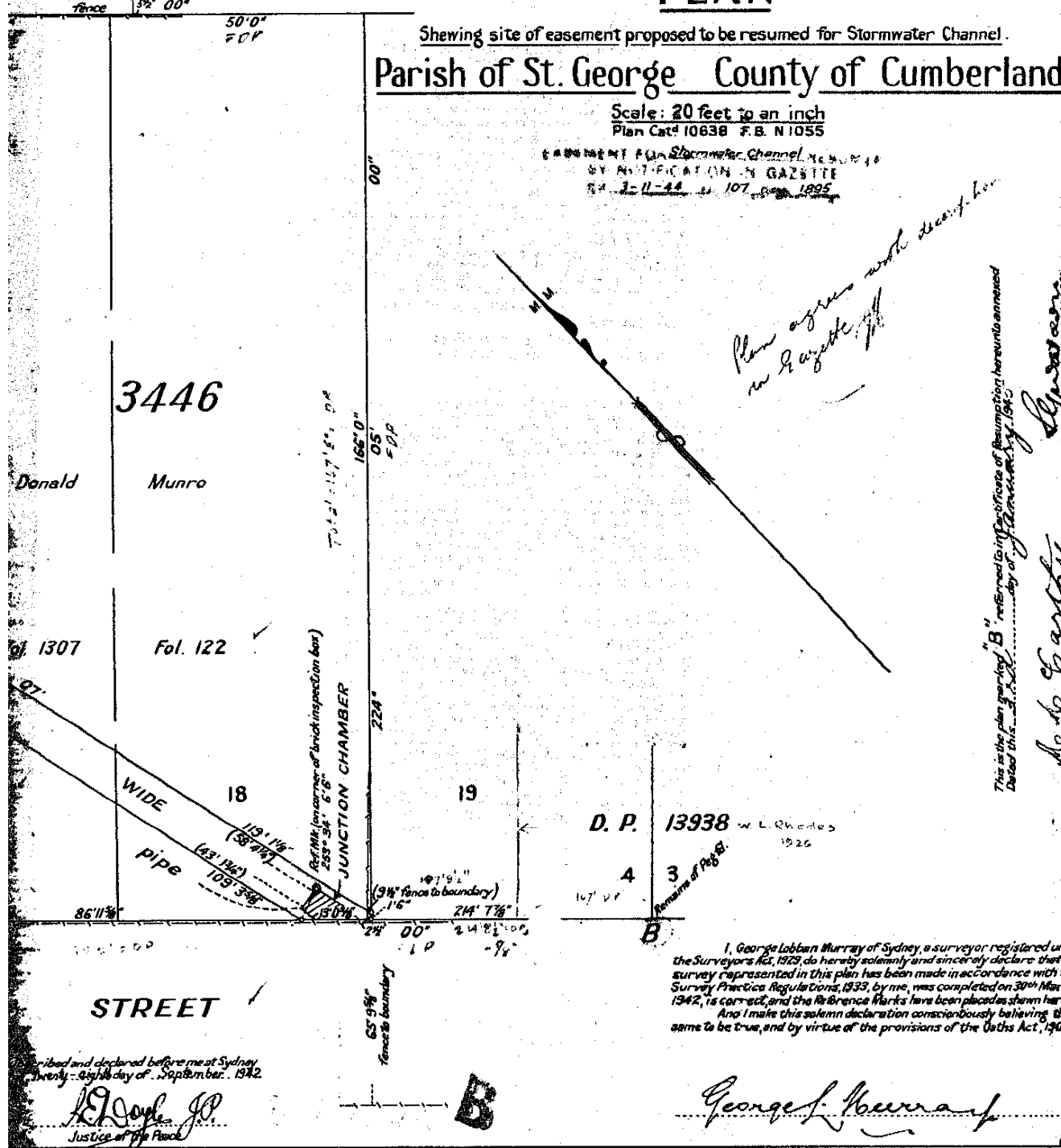
Scale: 20 feet to an inch
Plan Cat^d 10638 F.B. N 1055

EASEMENT PLAN Stormwater Channel
BY NOTIFICATION IN GAZETTE
No. 3-11-44 s. 107, page 1895

Plan agrees with description in Gazette.

This is the plan gazetted "B" referred to in the provisions of the Municipalities Act, 1942. Dated this 21st day of February 1942.

A. de G. Gentry
Witness



Subscribed and declared before me at Sydney
Twenty-eighth day of September, 1942.
G. Doyle J.P.
Justice of the Peace

I, George Lobban Murray of Sydney, a surveyor registered under the Surveyors Act, 1929, do hereby solemnly and sincerely declare that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933, by me, was completed on 30th March 1942, is correct, and the Reference Marks have been placed as shown hereon. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

George L. Murray

B

PLANNING CERTIFICATE ISSUED UNDER SECTION 149(2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Our Reference: **PL2017/0185**
Your Reference: **94205**
Date of Issue: **31/01/2017**

Infotrack Pty Ltd
Dx 578
SYDNEY NSW 2000

Property Number:	79843
Property Address:	154-156 Penshurst Street PENSURST NSW 2222
Legal Description:	Lot 1 DP 1221916

This certificate is provided pursuant to Section 149(2) of the Act. At the date of this certificate, the subject land may be affected by the following matters.

1. Names of relevant planning instruments and DCPs

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

The following environmental planning instruments apply to the carrying out of development on the land:

Local Environmental Plans

Hurstville Local Environmental Plan 2012 gazetted 7 December 2012

State Environmental Planning Policies

The following State Environmental Planning Policies apply:

- No. 19 - Bushland in Urban Areas
- No. 21 - Caravan Parks
- No. 30 - Intensive Agriculture
- No. 33 - Hazardous and Offensive Development
- No. 50 - Canal Estate Development
- No. 55 - Remediation of Land
- No. 62 - Sustainable Aquaculture
- No. 64 - Advertising and Signage
- No. 65 - Design Quality of Residential Apartment Development
- No. 70 - Affordable Housing (Revised Schemes)
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP (Building Sustainability Index: BASIX) 2004
- SEPP (State Significant Precincts) 2005
- SEPP (Mining, Petroleum Production and Extraction Industries) 2007
- SEPP (Miscellaneous Consent Provisions) 2007
- SEPP (Infrastructure) 2007
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Affordable Rental Housing) 2009
- SEPP (State and Regional Development) 2011

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

The following proposed environmental planning instruments that have been the subject of community consultation or on public exhibition under the Act, apply to the carrying out of development on the land:

On 27 July 2010, the New South Wales Government placed on public exhibition the draft State Environmental Planning Policy (Competition) 2010.

On 21 October 2013, the New South Wales Government placed on public exhibition the Draft State Environmental Planning Policy (Infrastructure) Amendment (Shooting Range) 2013.

On 10 December 2013, the New South Wales Government placed on public exhibition the Draft State Environmental Planning Policy (Infrastructure) Amendment (Sport and Recreation) 2013.

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

The following development control plans apply to the carrying out of development on the land:

Hurstville Development Control Plan No.1.
Development Control Plan No. 2 - Hurstville City Centre.

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

2. Zoning and land use under relevant LEPs

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

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),

(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,

(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,

(d) the purposes for which the instrument provides that development is prohibited within the zone,

Zone R2 Low Density Residential under Hurstville Local Environmental Plan 2012

2 Permitted without consent

Home occupations

3 Permitted with consent

Animal boarding and training establishments; Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boatsheds; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Multi dwelling housing; Places of public worship; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Water recycling facilities; Water reticulation systems.

4 Prohibited

Any development not specified in item 2 or 3.

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

(e) There are no development standards applying to the land which fix minimum land dimensions for the erection of a dwelling house under the Hurstville Local Environmental Plan 2012.

(f) whether the land includes or comprises critical habitat,

(f) The land does not include or comprise critical habitat under any environmental planning instrument.

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

(g) The land is not located within a conservation area under the provisions of the Hurstville Local Environmental Plan 2012.

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

(h) The land does not contain a heritage item under the Hurstville Local Environmental Plan 2012.

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

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

(a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or

(b) a Precinct Plan (within the meaning of the 2006 SEPP) , or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, the particulars referred to in clause 2(a)-(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

The State Environmental Planning Policy (Sydney Region Growth Centres) 2006 does not apply to the Georges River Council (formerly known as Hurstville City Council) Local Government Area.

3. Complying Development

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

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

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

General Housing Code

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

Rural Housing Code

Complying development under the Rural General Housing Code may be carried out on the land.

Housing Alterations Code

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

General Development Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code may be carried out on the land.

Subdivision Code

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

Demolition Code

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

Fire Safety Code

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

Disclaimer

This certificate only addresses matters raised in clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of SEPP (Exempt and Complying Development Codes) 2008 (The Codes SEPP). It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.

4. Coastal Protection

Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979 but only to the extent that the Council has been so notified by the Department of Finance, Services and Innovation.

Council has not been notified by the Department of Finance, Services and Innovation that the land is affected by the operation of Section 38 or Section 39 of the Coastal Protection Act, 1979.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

4A. Coastal Protection

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

(1) No, the land is not affected by any current or outstanding order relating to temporary

coastal protection works issued under Section 4D of the Coastal Protection Act 1979.

(2) In relation to a coastal council:

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

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

(2) Council has not received notification from the landowner that temporary coastal protection works have been placed on the land and/or adjoining public land.

The accuracy of this statement may be reliant in part upon information supplied by a third party. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant

(3) (Repealed)

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

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

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".

No, according to Council's records the owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges for coastal protection services.

The accuracy of this statement may be reliant in part upon information supplied by a third party. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant

5. Mine subsidence

Whether or not the land is proclaimed to be mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act, 1961

The land is not in an area proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

6. Road widening and road realignment

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

(a) Division 2 of Part 3 of the Roads Act 1993?

(a) The land is not affected by road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

(b) any environmental planning instrument?

(b) The land is not affected by any road widening or road realignment under the provisions of any environmental planning instrument.

(c) any resolution of the Council?

(c) The land is not affected by any road widening or road realignment under any resolution of the Council.

7. Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

(a) adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

(a) Council has not adopted any policies that restrict development of this land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

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

(b) Council has not been notified of any policies adopted by any other public authorities that restricts development of this land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

7A. Flood related development controls information

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

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

- (1) Development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related development controls.
- (2) Development on that land or part of the land for any other purpose is not subject to flood related development controls.

Note 1: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

Note 2: The answers above do not imply that the development referred to is necessarily

permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

8. Land reserved for acquisition

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

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1, makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

9. Contributions plans

The name of each contribution plan applying to the land:

Hurstville Section 94 Development Contributions Plan 2012.

Georges River Council Section 94A Contributions Plan 2017.

9A Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995), a statement to that effect.

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the subject land is biodiversity certified land within the meaning of Part 7 AA of the Threatened Species Conservation Act 1995.

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, of a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*, for the subject site.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

11. Bush fire prone land

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

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

The Land is not shown to be bushfire prone land in Council records.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

12. Property Vegetation Plans

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

The provisions of the *Native Vegetation Act 2003*, do not apply to the Georges River Council (formerly known as Hurstville City Council).

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

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

The Council has not been notified of an order under the Act in respect of tree(s) on the land.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

14. Directions under Part 3A

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

There is no direction by the Minister in force under section 75P (2) (c1) of the *Environmental Planning and Assessment Act 1979* as amended.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

15. Site compatibility certificates and conditions for seniors housing

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

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

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

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

(a) Council is not aware of the issue of any current Site Compatibility Certificate (seniors housing) in respect of proposed development on the land.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

(b) No terms of a kind referred to in Clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, have been imposed as a condition of consent to a Development Application granted after 11 October 2007 in respect of the land.

16. Site compatibility certificates for infrastructure

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

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

Council is not aware of the issue of any valid Site Compatibility Certificate (Infrastructure), in respect of proposed development on the land.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

17. Site compatibility certificates and conditions for affordable rental housing

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

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

(2) A statement setting out any terms of a kind referred to in Clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(1) Council is not aware of the issue of any current Site Compatibility Certificate (Affordable Rental Housing), in respect of proposed development on the land.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

(2) No terms of a kind referred to in Clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, have been imposed as a condition of consent to a Development Application in respect of the land.

18. Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

There is no development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

(2) The date of any subdivision order that applies to the land.

There is no subdivision order applying to the land.

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

19. Site Verification Certificates

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

(a) the matter certified by the certificate, and

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

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

(c) That a copy may be obtained from the head office of the Department.

There are no current site verification certificates applying to the subject land.

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

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

(a) The land has not been identified as significantly contaminated land within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

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

(b) The land is not subject to a management order within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

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

(c) The land is not the subject of an approved voluntary management proposal within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

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

(d) The land is not the subject of an ongoing maintenance order within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

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

(e) Council has not been provided with a site audit statement, within the meaning of the Act, for this land.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

20. Loose-fill asbestos insulation

A statement if the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading.

No the land to which the certificate relates is not identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading.

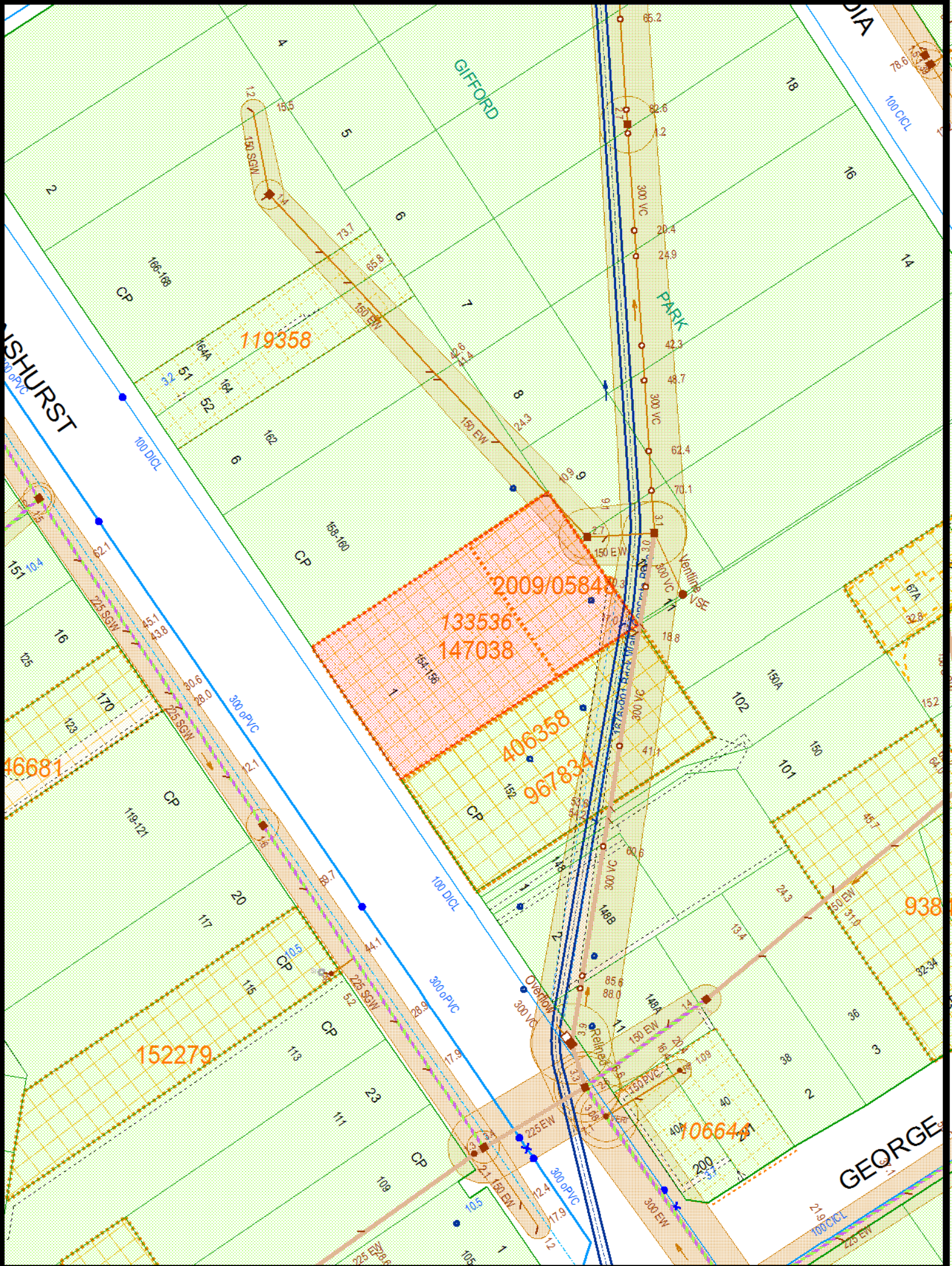
The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

Any Other Prescribed Matter

Note: Council has developed a policy in regard to contaminated land. Further advice in relation to this policy is available from Council by obtaining a section 149(5) certificate.

Please note the information in this certificate is provided by Council in good faith but, pursuant to section 149(6) of the Act, Council does not accept any liability in respect of such advice.

Gail Connolly
General Manager



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

SYDNEY WATER SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF HURSTVILLE

SUBURB OF Penshurst

SSD 203196

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

■	Manhole	⊠ P	P. Trap
□ Chr	Chamber	■ R	Reflux Valve
⊙ Lt	Lamphole	⊖	Cleaning Eye
⊗	Boundary Trap	● Vert	Vertical Pipe
⊙	Inspection Shaft	IP	Induct Pipe
■ Pit	Pit	MF	Mica Flap
■ G	Grease Interceptor	● RP	Rodding Point
⊠	Gully	↘	Sloped Junction
⊙ TMS	Terminal Maint. Shaft	⊙	Vertical Junction
⊙ MS	Maintenance Shaft	⊕	On back Junction

INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clean out	Bld	Bidet
O V	Vent Pipe	S	Shower
T	Tuba	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

○ SVP	Soil Vent Pipe	○ WS	Waste Stack
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ELEC.

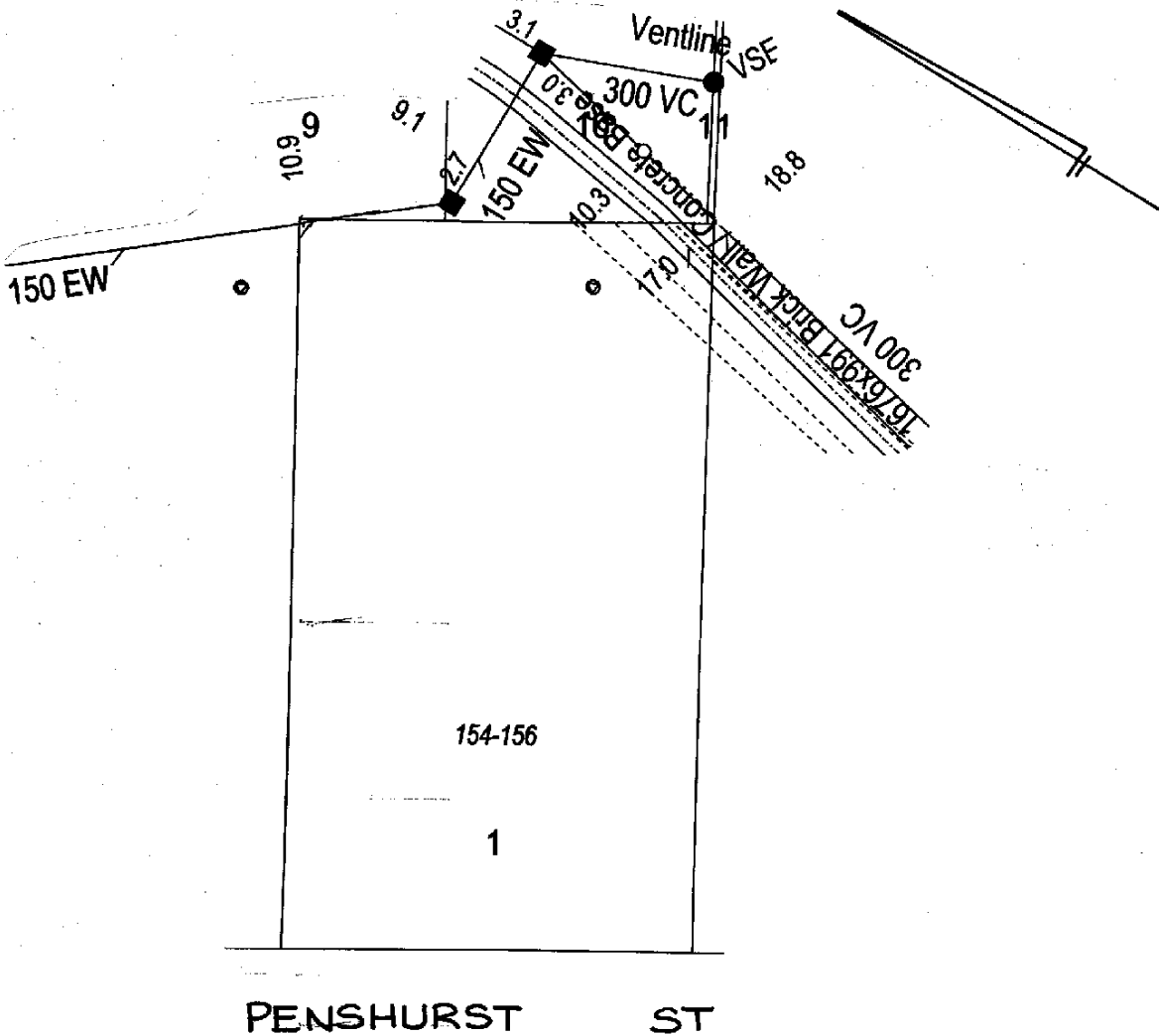
⊙	Pump Unit
⊠	Boundary Valve
⊠ PRV	Boundary Valve with PRV
⊠	Alarm Control Panel
⊠	LP Stop Valve
⊠	LP Air Valve
+	LP Reducer
⊙	HSV Flow Monitor
⊙	Vacuum Chamber
⊙	Flushing Point

Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres Boundary Trap is required

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensees is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



Policy Number : HBCF15005603-1

Policy Date : 03/09/2015

Statement of Cover

Modern Constructions (AUST) Pty Ltd

6 / 23A Auburn Road
AUBURN NSW 2144

HIA INSURANCE SERVICES (NSW)

4 BYFIELD STREET
NORTH RYDE NSW 2113

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Certificates Register will also notify you if any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by the NSW Self Insurance Corporation who is responsible for management of the Home Building Compensation Fund.

In respect of	New Multiple Dwellings Construction (<= 3 storeys)
At	Unit 1 154-156 Penshurst Street Penshurst
Homeowner	Fouad George & Platinum Projects Australia
Carried out by	Modern Constructions (AUST) Pty Ltd
Licence Number	241688C
Contract Sum	\$2,000,000.00
Contract Date	11/03/2015
Premium Paid	\$21,582.00

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary.

This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Issued on the 03/09/2015

Issued by Calliden Insurance Limited

On behalf of NSW Self Insurance Corporation (ABN 97 369 689 650)



Policy Number : HBCF15005603-2

Policy Date : 03/09/2015

Statement of Cover

Modern Constructions (AUST) Pty Ltd

6 / 23A Auburn Road
AUBURN NSW 2144

HIA INSURANCE SERVICES (NSW)

4 BYFIELD STREET
NORTH RYDE NSW 2113

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Certificates Register will also notify you if any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by the NSW Self Insurance Corporation who is responsible for management of the Home Building Compensation Fund.

In respect of	New Multiple Dwellings Construction (<= 3 storeys)
At	Unit 2 154-156 Penshurst Street Penshurst
Homeowner	Fouad George & Platinum Projects Australia
Carried out by	Modern Constructions (AUST) Pty Ltd
Licence Number	241688C
Contract Sum	\$2,000,000.00
Contract Date	11/03/2015
Premium Paid	\$21,582.00

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary.

This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Issued on the 03/09/2015

Issued by Calliden Insurance Limited

On behalf of **NSW Self Insurance Corporation (ABN 97 369 689 650)**



Policy Number : HBCF15005603-3

Policy Date : 03/09/2015

Statement of Cover

Modern Constructions (AUST) Pty Ltd

6 / 23A Auburn Road

AUBURN NSW 2144

HIA INSURANCE SERVICES (NSW)

4 BYFIELD STREET

NORTH RYDE NSW 2113

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Certificates Register will also notify you if any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by the NSW Self Insurance Corporation who is responsible for management of the Home Building Compensation Fund.

In respect of	New Multiple Dwellings Construction (<= 3 storeys)
At	Unit 3 154-156 Penshurst Street Penshurst
Homeowner	Fouad George & Platinum Projects Australia
Carried out by	Modern Constructions (AUST) Pty Ltd
Licence Number	241688C
Contract Sum	\$2,000,000.00
Contract Date	11/03/2015
Premium Paid	\$21,582.00

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary.

This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Issued on the 03/09/2015

Issued by Calliden Insurance Limited

On behalf of **NSW Self Insurance Corporation (ABN 97 369 689 650)**



Policy Number : HBCF15005603-4

Policy Date : 03/09/2015

Statement of Cover

Modern Constructions (AUST) Pty Ltd

HIA INSURANCE SERVICES (NSW)

6 / 23A Auburn Road
AUBURN NSW 2144

4 BYFIELD STREET
NORTH RYDE NSW 2113

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Certificates Register will also notify you if any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of *the Home Building Act 1989* (the Act) has been issued by the NSW Self Insurance Corporation who is responsible for management of the Home Building Compensation Fund.

In respect of	New Multiple Dwellings Construction (<= 3 storeys)
At	Unit 4 154-156 Penshurst Street Penshurst
Homeowner	Fouad George & Platinum Projects Australia
Carried out by	Modern Constructions (AUST) Pty Ltd
Licence Number	241688C
Contract Sum	\$2,000,000.00
Contract Date	11/03/2015
Premium Paid	\$21,582.00

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary.

This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Issued on the 03/09/2015

Issued by Calliden Insurance Limited

On behalf of **NSW Self Insurance Corporation (ABN 97 369 689 650)**



Policy Number : HBCF15005603-5

Policy Date : 03/09/2015

Statement of Cover

Modern Constructions (AUST) Pty Ltd

6 / 23A Auburn Road
AUBURN NSW 2144

HIA INSURANCE SERVICES (NSW)

4 BYFIELD STREET
NORTH RYDE NSW 2113

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Certificates Register will also notify you if any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by the NSW Self Insurance Corporation who is responsible for management of the Home Building Compensation Fund.

In respect of	New Multiple Dwellings Construction (<= 3 storeys)
At	Unit 5 154-156 Penshurst Street Penshurst
Homeowner	Fouad George & Platinum Projects Australia
Carried out by	Modern Constructions (AUST) Pty Ltd
Licence Number	241688C
Contract Sum	\$2,000,000.00
Contract Date	11/03/2015
Premium Paid	\$21,582.00

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary.

This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Issued on the 03/09/2015

Issued by Calliden Insurance Limited

On behalf of **NSW Self Insurance Corporation (ABN 97 369 689 650)**