

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		Phone Fax Ref
co-agent		
vendor	<b>TN Auburn Pty Ltd (ACN 670 838 918)</b>	
vendor's solicitor	<b>Colin Biggers &amp; Paisley Pty Ltd</b> Level 42, 2 Park Street SYDNEY NSW 2000	Phone 02 8281 4555 Email <a href="mailto:trumenauburn@cbp.com.au">trumenauburn@cbp.com.au</a> Ref CAD.JMB
date for completion	See Special Conditions	(clause 15)
Land (address, plan details and title reference)	<b>Industrial/Storage Unit #, Lot #, 323 Chisholm Road Auburn NSW 2144</b> Unregistered Lot ## being part of Lot C in Deposited Plan 446348 comprised in folio identifier C/446348	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: <b>Industrial</b>	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: <b>See Schedule of Finishes</b>			
exclusions				
purchaser				
purchaser's solicitor	Phone Email Ref			
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

**Where there is more than one purchaser**   ☐ JOINT TENANTS  
☐ tenants in common   ☐ in unequal shares, specify: \_\_\_\_\_

**GST AMOUNT** (optional) The price **EXCLUDES GST**

Buyer's agent:

deposit   ☒ INVESTED   ☐ not invested  
 guarantor   name and address:  
                   name and address:

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

**FOR EXECUTION SEE PAGE 2A**

### Choices

Vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)

☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below:

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

**Land tax** is adjustable

☐ NO ☒ yes

**GST:** Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*:  
(GST residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide full details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

### **GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

Is any of the consideration not expressed as an amount in money?

☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration:

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

## List of Documents

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input checked="" type="checkbox"/> 3 unregistered plan of the land</p> <p><input checked="" type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input checked="" type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60</p>
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

## 2A

Signed by **TN**  
**Auburn Pty Ltd**  
**(ACN 670 838 918)**  
 that person's attorney  
 under power of  
 attorney  
 book  
 no

\_\_\_\_\_  
 sign (attorney)

the attorney states that he or she has no notice  
 of termination or suspension of the power

\_\_\_\_\_  
 full name (attorney)

\_\_\_\_\_  
 sign (witness)

the witness states that he or she is not a party  
 and was present when the attorney signed

\_\_\_\_\_  
 full name (witness)

\_\_\_\_\_  
 address (witness)

### Execution by purchaser - Company

Signed by

\_\_\_\_\_  
 \_\_\_\_\_

under s.127(1) of the  
*Corporations Act 2001*

\_\_\_\_\_  
 sign

\_\_\_\_\_  
 office (director or secretary)

\_\_\_\_\_  
 sign

\_\_\_\_\_  
 office (director or secretary)

### Execution by guarantor

Signed by

**//Guarantor//**

\_\_\_\_\_  
 sign (signatory)

\_\_\_\_\_  
 sign (witness)

the witness states that he or she is not a party  
 and was present when the signatory signed

\_\_\_\_\_  
 full name (witness)

\_\_\_\_\_  
 address (witness)

Signed by

**//Guarantor//**

\_\_\_\_\_  
 sign (signatory)

\_\_\_\_\_  
 sign (witness)

the witness states that he or she is not a party  
 and was present when the signatory signed

\_\_\_\_\_  
 full name (witness)

Signed by **Purchaser**  
**(Individual)**

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sign (signatory)

---

address (witness)

---

sign (witness)

the witness states that he or she is not a party  
and was present when the signatory signed

---

full name (witness)

---

address (witness)

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

**WARNING—SMOKE ALARMS**

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.



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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
- bear equally any disbursements or fees; and
  - otherwise bear that party's own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.



- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 served at the earliest time it is served, if it is served more than once; and
  - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.



- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.  
 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
   27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or  
   27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
   27.7.1 under a *planning agreement*; or  
   27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
   28.3.1 the purchaser can *rescind*; and  
   28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
   29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;  
   29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and  
   29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
     • either *party* *serving* notice of the event happening;  
     • every *party* who has the benefit of the provision *serving* notice waiving the provision; or  
     • the end of the time for the event to happen.



- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
    - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

323 Chisholm Road, Auburn NSW 2144

# **Contract for the Sale of Land**

**Special Conditions to Contract for Sale  
Lots 1-75, 323 Chisholm Road Auburn 2144**

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## Special Conditions to Contract for Sale

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## Part A - Definitions and interpretation

### 32. Definitions and Interpretation

#### 32.1 Definitions

The following words have these meanings in this contract unless the contrary intention appears.

**Authority** includes

- (a) any government in any jurisdiction, whether federal, state, territorial or local (including the Council);
- (b) any Service Provider (whether government owned, statutory or private); and  
any other person, instrumentality, department, commission, judicial entity or body

having jurisdiction, rights, powers, duties or responsibilities in connection with the Development Lot or the property

**Bank Guarantee** means an unconditional bank guarantee issued in favour of the vendor at the request of the purchaser by an Australian trading bank or other recognised Australian financial institution or such other institution as approved by the vendor, and which must be in a form and on terms acceptable to the vendor in its absolute discretion.

**Building** means the building or buildings to be constructed on the Development Site by the vendor which the property forms part.

**Claim** includes a Claim, demand, action, proceeding, litigation, investigation by an authority, judgment, damage, loss, cost, charge, expense or liability regardless of how it arises, whether present, immediate, future, contingent or unascertained, whether based in contract, tort or under statute and whether or not involving a party to this contract

**Completion** means completion of this contract

**Council** means Cumberland City Council

**DA Sunset Date** means 24 December 2024

**Designated Matters** means the matters referred to in clauses 37, 38, 54, 55 and 56.

**Development** means the vendor's proposed development of the Development Site which the property forms part.

**Development Activities** means:

- (a) the subdivision and consolidation (by any means including strata and/or stratum subdivision) of the land forming part of the Development Site;
- (b) any form of demolition work, excavation, remediation work, building work and work ancillary to or associated with building work or installation of infrastructure including services in the Development Site;
- (c) any form of earthworks, landscaping work or work ancillary to or associated with landscaping work on the Development Site;
- (d) carrying out the development of the Development Site in stages; and

- (e) any form of work which is considered necessary or desirable by the vendor or Council for the Development Site.

**Development Consent** means the consent issued by the relevant Authority in relation to the Development Application.

**Development Application** means an application to the Council to subdivide the Development Site and construct the Building.

**Development Site** means 323 Chisholm Road Auburn NSW 2144 being all the land contained in certificate of title folio identifier C/446348

**Draft Strata By-Laws** means Annexure B.

**Draft Strata Plan** means Annexure A.

**Environmental Management Plan** means an environmental management plan in accordance with Chapter 4 of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth)

**EPA Act** means the *Environmental Planning and Assessment Act 1979* (NSW).

**Expert Determinator** means a person nominated by the president for the time being of the Royal Australian Institute of Architects NSW Chapter at the request of either the vendor or the purchaser.

**FIRB** means Foreign Investment Review Board.

**FIRB Act** means *Foreign Acquisition and Takeovers Act 1975* (Cth).

**Foreign Resident** means any person or corporation that is required to obtain FIRB approval under the FIRB Act.

**Government Agency** means any government, semi or local government, statutory, public or other authority having jurisdiction over the Development Site.

**GST** means Goods and Services Tax payable under the GST Act.

**Guaranteed Money** means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the purchaser to the vendor in connection with this contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

**Guaranteed Obligations** means the obligations of the purchaser to pay the Guaranteed Money and all its other obligations to the vendor (monetary or non-monetary, present or future, actual or contingent) arising under or in connection with or contemplated by this contract

**Guarantor** means the directors of the purchaser who have executed this contract.

**Infrastructure** means infrastructure or Services to be constructed or installed on the Development Lot, as a condition of the Development Consent, a requirement of a Governmental Agency, consent Authority or in any other circumstance

**Industrial Unit** means 1-55 in the Draft Strata Plan.

**Instrument** means the easement instrument or instruments that may be registered with any subdivision/s of the Development Site, which sets out terms of easements,

restrictions on use of land and positive covenants that may be created pursuant to section 88B of the *Conveyancing Act 1919*.

**Interest Rate** means 12% per annum.

**LRS** means NSW Land Registry Service.

**Major Defect** means a fault or defect in the property that makes the property uninhabitable.

**Normal Expenses** means normal operating expenses usually payable from the administrative fund of the Owners Corporation including all strata insurance premiums.

**Obligations** means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving on the vendor under or in respect of this contract or any deed, agreement, or other instrument collateral to this contract or given or entered into pursuant to this contract.

**Occupation Certificate** means an original or a copy of an occupation certificate within the meaning of the EPA Act (being an interim occupation certificate or a final occupation certificate) in relation to the Building or part of the Building that includes the property and access to the property.

**Owners Corporation** means the owners corporation constituted on registration of the Strata Plan.

**Planning Certificate** means the certificate or certificates under section 10.7(2) of the EPA Act, a copy of which is attached to this contract.

**Private Certifier** means the certifier appointed by the vendor in relation to the Development.

**Prohibited Entity** means any person or entity which:

- (a) is a "terrorist organisation" as defined in Part 5.3 of the *Criminal Code Act 1995*; or
- (b) is listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the Charter of the *United Nations Act 1945* which list as at the date of this contract is available from the website of the Australian Department of Foreign Affairs and Trade or such other person or entity on any other list of terrorist or terrorist organisations maintained pursuant to the rules and regulations of the Australian Department of Foreign Affairs and Trade or pursuant to any other Australian legislation and which is available in the public domain.

**Recipient** means a party who provides or is liable to provide consideration under this contract for a supply.

**Registration Notice** means a notice served by the vendor notifying the purchaser that the Strata Plan has been registered.

**Related Body Corporate** has the meaning given to it under the *Corporations Act 2001*.

**Replaced Document** means a document that is replaced pursuant to clause 39.

**Replacement Document** means a document that replaces a document pursuant to clause 39.

**Schedule of Finishes** means the Schedule of Finishes Industrial Units, the Schedule of Finishes - Storage Units attached at Annexure C.

**Service** means any service provided to the Building including water, electricity, telecommunications, artificial heated or cooled air and sewerage.

**Service Provider** means any provider of a Service.

**Site Audit Statement** means a site audit statement prepared by a site auditor accredited under Part 4 of the *Contaminated Land Management Act 1997* (NSW) in relation to the Development Site and/or the property.

**Storage Unit** means 56-75 on the Draft Strata Plan.

**Standard Form** means the standard form contract for the sale and purchase of land 2022 edition.

**Strata By-Laws** means the instrument setting out by-laws which is registered with the Strata Plan.

**Strata Development Act** means the *Strata Schemes Development Act 2015* (NSW).

**Strata Management Act** means the *Strata Schemes Management Act 2015* (NSW).

**Strata Parcel** means the land intended to be the subject of the Strata Scheme comprising the lots in the Strata Scheme and includes the common property.

**Strata Plan** means the strata plan registered in respect of the Strata Parcel.

**Strata Plan Instrument** means the instrument registered with the Strata Plan setting out terms of easements, restrictions on use of land and positive covenants to be created pursuant to section 88B of the *Conveyancing Act 1919* (NSW).

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

**Sunset Date** means the date in Item 3 of the Reference Schedule.

**Supplier** means a party to which the Recipient provides or is liable to provide consideration under this contract for a supply.

**Supply** means a supply made under or in connection with this contract.

**Treasurer** means the Treasurer of the Commonwealth of Australia.

**vendor's Associates** means and includes the vendor's Related Bodies Corporate and any person or party acting on behalf of the vendor or the vendor's Related Bodies Corporate as an officer, employee, agent, consultant, contractor, licensee or invitee of the vendor or the vendor's Related Bodies Corporate.

## 32.2 Interpretation

In this contract:

- (a) despite clause 1 of this contract the terms defined in this contract are defined terms whether or not those terms are in italics;
- (b) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (c) a reference to this contract or another instrument includes any variation or replacement of any of them;

- (d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) the singular includes the plural and vice versa;
- (f) words implying a gender imply any gender;
- (g) "person" includes an individual, the estate of an individual (including executors and administrators), a corporation, an authority, an association or a joint venture (whether incorporated or not), a partnership, a trust, state government, successors, substitutes (including persons taking by novation) and assigns;
- (h) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (i) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
- (j) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (k) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later;
- (l) a reference to time is a reference to Sydney time;
- (m) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (n) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment, or annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;
- (o) "includes" in any form is not a word of limitation;
- (p) a reference to "\$" or "dollar" is to Australian currency; and
- (q) "Item" is an item in the Reference Schedule.

### 33. Amendment of printed clauses

The Printed Conditions are amended as follows:

- (a) The following definitions in clause 1 are amended:

*adjustment date* means the earlier of the giving of possession to the purchaser and the date for completion referred to in this contract;

*deposit-bond* - delete from the definition the words "deposit bond or"

*depositholder* means the vendor's solicitor;

- (b) Omit clause 3.
- (c) Omit clauses 4.1 and 4.2

- (d) Add clause 4.15- "the purchaser consents to payment of the deposit as the vendor directs in the electronic workspace on Completion."
- (e) Clause 10.1 insert the words "or delay completion," after the words "make a claim or requisition;
- (f) Replace "substance" in clauses 10.1.8 and 10.1.9 with "existence".
- (g) Omit clause 12.3
- (h) Omit clause 13.8 and 13.13.
- (i) Insert clause 18.8 - "the purchaser is not entitled to (and must not) make an objection, requisition or claim after entering into possession."
- (j) Insert "or guarantor" after the word "party" in clause 20.4.
- (k) Substitute "3" in place of "7" in clauses 23.13 and 23.14.
- (l) Omit clause 24 to 29 (inclusive).
- (m) Omit from clause 30.7 the words "but the vendor" to the end of the clause. and"
- (n) Omit clause 31.2.

### **33.2 Inconsistency**

If there is any inconsistency between the printed provisions of this contract and these additional clauses, these additional clauses prevail.

## **Part B – Development and disclosures**

### **34. Contract Pre-Conditions**

#### **34.1 Vendor becoming registered proprietor**

- (a) The vendor discloses and the purchaser acknowledges that as at the date of this contract the vendor may not be the registered proprietor of the Development Site and completion of this contract is subject to the vendor becoming the registered proprietor of the Development Site by the Sunset Date (as extended in accordance with clause 47).
- (b) If for any reason the vendor is unable to become the registered proprietor of the Development Site (or any part thereof) at any time prior to the Sunset Date then the vendor may by written notice to the purchaser rescind this contract and the provisions of clause 19 shall apply.

#### **34.2 Development Consent**

- (a) The vendor discloses and the purchaser acknowledges that as at the date of this contract the vendor may not have lodged the Development Application in relation to the Development and has not received Development Consent.
- (b) The vendor may at any time prior to the DA Sunset Date extend the DA Sunset Date by written notice to the purchaser provided that such extension does not exceed 12 months.
- (c) If Development Consent to the Development Application has not been obtained by the DA Sunset Date (as extended in accordance with clause 34.2(b)) the vendor

may by written notice to the purchaser rescind this contract and the provisions of clause 19 shall apply.

- (d) The parties acknowledge and agree that the Condition Precedent set out in this clause 34.2 is for the sole benefit of the vendor and may be waived by written notice by the vendor to the purchaser at any time prior to the DA Sunset Date (as extended).

### **34.3 No Claim**

The purchaser shall not have any Claim against the vendor in relation to the disclosures contained in this clause including but not limited to the vendor exercising its rights under clauses 34

## **35. Construction of Building**

### **35.1 Construction**

Before Completion the vendor must cause the Building (including the property) to be constructed in a proper and workmanlike manner in general accordance with the Development Consent.

### **35.2 Differences in lot**

- (a) The purchaser may not make any objection, requisition or claim, delay Completion, rescind or terminate because there is a difference between the lot which forms the property as shown in the Draft Strata Plan and the lot which forms the property as actually constructed including, without limitation, any variation in the dimensions of the lot or a reduction in area of the lot from that noted in the Draft Strata Plan, unless the difference or reduction in area detrimentally affects the property to a substantial extent, in which case, the purchaser may rescind by written notice to the vendor within five business days after the of
  - (i) the day when the vendor serves notice on the purchaser of the difference; and
  - (ii) the day that the vendor serves the Registration Notice.
- (b) If the purchaser does not rescind within the time frame noted in clause 35.2, the purchaser is taken to have accepted the changes and the right of rescission lapses immediately upon expiry of the time frame noted in clause 35.2.
- (c) The parties acknowledge and agree that any reduction in area of the property by 5% or less does not have a detrimental effect on the property and the purchaser has no right to make any objection, requisition or Claim, delay Completion, rescind or terminate this contract under this clause.

## **36. Finishes and vendor's obligations to repair**

### **36.1 Installation of items included**

- (a) Before Completion the vendor must cause the property to be finished as specified in the Schedule of Finishes which applies to the property.
- (b) Without notice to the purchaser, the vendor may at the discretion of the vendor change any item or finish specified in the Schedule of Finishes to another item or finish of similar or better quality.



- (c) If there is any disagreement in connection with any finish or any item installed in the property:
  - (i) the purchaser may not make any Claim, objection, requisition, delay Completion, rescind or terminate this contract; and
  - (ii) either the vendor or the purchaser may within ten business days after Completion refer the disagreement to an Expert Determinator.

### **36.2 Pre-settlement inspection**

- (a) The purchaser will upon service of the Registration Notice and Occupation Certificate by the vendor in accordance with the terms of this contract have one opportunity to inspect the property before Completion (with or without any consultant or valuer) (**Pre Settlement Inspection**).
- (b) The Pre Settlement Inspection is to be held
  - (i) at a time appointed by the vendor; and
  - (ii) in the presence of the vendor or the vendor's Agent or vendor's Associates.
- (c) The purchaser acknowledges and agrees that the purpose of the Pre Settlement Inspection is not to identify defects in the property (with the exception of Major Defects).

### **36.3 Defects and faults**

- (a) Before Completion the purchaser may not serve notice of any defects or faults in the property other than Major Defects.
- (b) The purchaser must serve notice of any Major Defect immediately after the purchaser becomes aware of that defect or fault. Before Completion the vendor must repair in a proper and workmanlike manner, at the vendor's expense, any Major Defect of which written notice has been served by the purchaser before Completion. The purchaser acknowledges and agrees that the issue of an Occupation Certificate that covers the property will be conclusive evidence that there are no Major Defects in the property.
- (c) The vendor must repair in a proper and workmanlike manner, at the vendor's expense, within a reasonable time after the applicable written notice has been served by the purchaser, any defects in the property due to faulty materials or workmanship (including Major Defects but excluding minor shrinkage and minor settlement cracks) of which written notice is served by the purchaser within 3 months after Completion. The purchaser may not serve notice of defects, other than Major Defects, on more than two occasions.
- (d) The vendor must repair in a proper and workmanlike manner, at the vendor's expense, within a reasonable time after the applicable written notice has been served on the vendor, any defects in the common property due to faulty materials or workmanship (excluding minor shrinkage and minor settlement cracks) of which written notice is served on the vendor by the Owners Corporation within six months after the date of registration of the Strata Plan. The Owners Corporation may not serve notice on the vendor of defects on more than two occasions.
- (e) If there is any disagreement regarding defects either the vendor or the purchaser may refer the disagreement to an Expert Determinator who will act as an expert and not as an arbitrator and the Expert Determinator's decision will be final, conclusive and binding on the parties. The costs of the determination are to be

paid as the Expert Determinator decides but if the Expert Determinator does not make a decision about costs, then they are to be paid by the vendor if the Expert Determinator decides in favour of the purchaser, and by the purchaser in all other cases.

- (f) If the purchaser serves written notice of any defect under this clause, the purchaser must serve it on the vendor directly and not on the vendor's agent or the vendor's solicitor.

### **36.4 Manufacturer's warranties**

Within one month of Completion, the vendor will hand to the purchaser any manufacturers' warranties in respect of any fixtures, fittings, or plant installed by or on behalf of the vendor in the property together with any warranties in respect of the workmanship involved in their installation as are reasonably obtainable by the vendor. Where they are not personal, the vendor is taken to have assigned them to the purchaser by virtue of Completion.

## **37. Vendor's disclosures**

### **37.1 Draft Strata Plan**

The vendor discloses and the purchaser acknowledges that Completion is conditional on registration of the Draft Strata Plan.

### **37.2 Development**

The vendor discloses that:

- (a) the vendor may reconfigure or subdivide the Development Site such that the property forms part of:
  - (i) a strata scheme which comprises one or more buildings;
  - (ii) a strata scheme which forms part only of a building; or
  - (iii) a strata scheme which forms part of a staged development;
- (b) as a result of any matter referred to in clause 37.2(a) the Strata Scheme may be governed by a building management statement or a strata management statement or may be the subject of a strata development contract;
- (c) the vendor may:
  - (i) create additional strata schemes;
  - (ii) create additional development lots;
  - (iii) consolidate any development lots;
  - (iv) create additional lots in the strata scheme or an additional strata scheme;
  - (v) create additional common property in the strata scheme or any additional strata plan; or
  - (vi) any combination of the above.

- (d) it may be necessary to make changes to the draft documents annexed to this contract as determined by the vendor in the course of the development or to meet the requirements of the vendor, the Council or a Government Agency;
- (e) the vendor may adjust the boundary of the car park component of the Buildings to increase or reduce the number of car spaces in the Strata Scheme and to allocate parking for disabled persons in the Building or for visitors;
- (f) it may be necessary for the vendor to create exclusive use by-laws in respect of portions of the common property;
- (g) it will be necessary to change the unit entitlement schedule on the Draft Strata Plan, but any change will be made in accordance with the provisions of the Strata Development Act;
- (h) the vendor may be required to transfer or grant an easement or lease to Ausgrid (or other energy provider), free of costs, to one or more areas of land in the Strata Scheme or the Development Site to enable electricity substations to be established. The size and location of any substation is subject to approval by Ausgrid (or other energy provider) or the Council;
- (i) the vendor may elect to establish an embedded energy network and other sustainable initiatives for the Strata Scheme or the Development Site and the Owners Corporation may be required to enter into:
  - (i) connection agreements or network management agreements in relation to the use and operation of the embedded energy network; and
  - (ii) supply or management agreements in relation to the use, operation or consumption of sustainable services;
- (j) the vendor may be required to grant a positive covenant in favour of the Council in respect of storm water drainage and on site detention over any part of the Development Site including the Building which may include restrictions/obligations imposed by Sydney Water.

### **37.3 Unit Entitlements**

- (a) The purchaser acknowledges that the vendor has disclosed to the purchaser that the unit entitlements may not be shown on the Draft Strata Plan (**Unit Entitlements**).
- (b) The purchaser acknowledges that the Unit Entitlements determined at the time of registration of the Draft Strata Plan based on the final valuation carried out of all lots in the Draft Strata Plan upon completion of the works on the Development Site and in accordance with the then relevant strata legislation.
- (c) The purchaser shall not take objection nor make any requisition nor claim in relation to the matters the subject of this clause or any change to the Unit Entitlements effected in accordance with this clause.

### **37.4 Draft documents and plans**

The vendor discloses that:

- (a) the number, configuration and layout of lots in the Draft Strata Plan may change;
- (b) the configuration and layout of common property in the Draft Strata Plan may change including by the deletion or addition of common property;

- (c) the vendor will register any Strata Plan Instrument on or before registration of the Strata Plan;
- (d) the Strata Plan Instrument may not identify all easements, covenants and restrictions to be created for the Strata Scheme, or any part of it;
- (e) further easements, covenants and restrictions may be necessary (or variations, additional matters or conditions imposed) as required by the vendor, the Council or other authorities and may be created in the Strata Plan Instrument or with other plans or by transfer granting easements;
- (f) the easements in the Strata Plan Instrument may include the right to make installations within the easement site after registration of the easement.
- (g) easements between the Strata Plan and other land in the Development Site, including without limitation easements for crane jibs, temporary access for construction and easements in gross, may be created under this clause;
- (h) it may be necessary to make changes to the draft documents or plans attached to this contract to meet the requirements of Council, Service Providers, the vendor or Governmental Agencies; and
- (i) the vendor may procure the Owners Corporation to enter into arrangements with Service Providers for the provision of Services to the Building or to assume obligations under agreements in relation to those arrangements.

### **37.5 Other Rights and Obligations**

The vendor reserves the right to create such other easements or restrictions as to use, leases, licences or dedications of land that may be required by Council the vendor or Governmental Agencies or for the good operation and management of the Strata Scheme.

### **37.6 Name of Strata Scheme**

The vendor may at its sole discretion select (and change) the name for the Strata Scheme. The vendor may retain the rights to the name of the Strata Scheme.

### **37.7 No claims or rescission rights**

The purchaser must not:

- (a) make any objection, requisition or claim for compensation, delay Completion rescind or terminate this contract in relation to; or
- (b) make a claim for damages from or seek to restrain the vendor (or its contractors or agents) from carrying out,

any of the matters referred to or disclosed in this clause or whether any rights or affectations are created by the document referred to in this contract or by some other instrument.

### **37.8 Difference in measurements**

- (a) The purchaser acknowledges that the areas as shown in the Draft Strata Plan have been determined by the vendor's surveyor in accordance with the provisions of the Strata Development Act, does not include any wall thicknesses, and differs from any marketing plans which have been prepared in respect of which the areas have been determined using the Property Council of Australia gross lettable area

method, which method takes into account the full thickness of external walls and half thickness of intertenancy walls (**Measurement Disclosure**).

- (b) The purchaser acknowledges that the Measurement Disclosure is on the basis that the area being acquired is the internal area of the property the subject of this contract determined in accordance with the Strata Development Act.
- (c) The purchaser shall not take any objection nor make any requisitions or claim nor seek to delay Completion by virtue of the Measurement Disclosure.
- (d) The purchaser shall not seek to delay Completion by virtue of the matters referred to in this clause.

### **37.9 Sewer**

- (a) The vendor discloses to purchaser that it is not possible as at the date of this contract to provide sewer layout diagrams to show the position of the sewer main with respect to the land contained in the Draft Strata Plan.
- (b) The vendor will construct the sewer in accordance with the requirements of Sydney Water Corporation and all other relevant Government Agencies.
- (c) The purchaser will not take any objection nor make any requisition nor claim with respect to the positioning or construction of the sewer provided the same has been positioned and constructed in accordance with the requirements of Sydney Water Corporation and all relevant authorities.

## **38. Strata Plan Instrument and other rights**

### **38.1 Acknowledgments**

The purchaser is aware that at the date of this contract all the:

- (a) easements, restrictions on use and positive covenants;
- (b) leases, agreements and arrangements;
- (c) rights and privileges; and
- (d) land,

(**Affectations**) which the Owners Corporation or the vendor may need to create, enter into, make, grant or dedicate may not have been created, entered into, made, granted or dedicated as at the date of this contract.

### **38.2 No rescission right**

The purchaser may not make any claim, objection, requisition, delay Completion, rescind or terminate because any Affectation and Specific Affectations is entered into or made, any right or privilege is granted or any land is dedicated unless that Affectation and Specific Affectations was not disclosed in this contract and detrimentally affects the property to a substantial extent, the purchaser may rescind by written notice to the vendor within five business days after the day the vendor serves notice of the creation of the Affectation and Specific Affectations which gave the purchaser the right to rescind or within five business days after the day the vendor serves the Registration Notice, whichever is the earlier.

### **39. Replacement of documents and plans**

- (a) At any time before the vendor serves the Registration Notice, the vendor may serve a replacement for any document or plan attached to this contract.
- (b) From and including the day of service of a Replacement Document, the Replaced Document is taken to be no longer attached to this contract and the Replacement Document is taken to be attached to this contract.
- (c) The purchaser may not make any claim, objection, requisition, or delay Completion, rescind or terminate as a result of a Replaced Document being replaced by a Replacement Document unless any difference between the Replaced Document and the corresponding Replacement Document detrimentally affects the property to a substantial extent in which case, the purchaser may, within five business days after service of the Replacement Document, rescind by written notice to the vendor and the provisions of clause 19 shall apply.

### **40. Differences between certain documents**

- (a) The purchaser may not make any claim, objection, requisition, delay Completion, rescind or terminate because there is a difference between a draft document or plan attached to this contract and the corresponding document or plan:
  - (i) as registered (or proposed by the vendor to be registered); or
  - (ii) as entered into by the Owners Corporation if procured to do so by the vendor,unless the difference was not disclosed in this contract and detrimentally affects the property to a substantial extent, in which case, the purchaser may within five business days of the purchaser's receipt of the vendor's Registration Notice, rescind this contract by written notice to the vendor.
- (b) The right to rescind in clause 40(a) is subject to clauses 37 and 38 (and the matters contemplated by those clauses).

### **41. Representations, warranties and acknowledgments by purchaser**

#### **41.1 Purchaser representations and warranties**

The purchaser represents and warrants that:

- (a) the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties by the vendor, the vendor's agent or persons on behalf of the vendor about the subject matter of this contract (including representations or warranties about the construction, nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract;
- (b) the purchaser has obtained appropriate independent advice on and is satisfied about:
  - (i) the purchaser's obligations and rights under this contract;
  - (ii) the nature of the property and the purposes for which the property may be lawfully used; and

- (iii) the purchaser's entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1936* for depreciation of any plant or equipment in the Building or in connection with the cost of construction of the Building;
- (c) the purchaser was not introduced to the vendor or the property directly or indirectly through or by any real estate agent other than the vendor's agent named on the front page; and
- (d) the purchaser has not entered into this contract as a trustee of a trust other than as disclosed to the vendor prior to entering into this contract.
- (e) The purchaser has, in entering this contract, relied on its own inquiries relating to the property, the Building and the Strata Scheme and has had the opportunity to seek independent legal advice. The purchaser warrants that, unless stated otherwise in this contract, the purchaser has not entered into this contract in reliance on any statement, representation, promise or warranty made by the vendor or on the vendor's behalf, including:
  - (i) any statement, representation, promise or warranty in respect of any matter relating to the Building, the property, the Strata Scheme or any matter which has or may have an effect on the property;
  - (ii) any negotiations or discussions held;
  - (iii) documents or brochures produced;
  - (iv) any representation about the view from the property;
  - (v) images, computer generated images or content in connection with the property, the Building and the Strata Scheme; or
  - (vi) the display suite and the sales office.

#### **41.2 Purchaser Acknowledgments**

The purchaser acknowledges that the vendor has entered into this contract on the basis that the representations and warranties contained in this clause are true and not misleading.

### **Part C – Deposit**

#### **42. Investment of Deposit**

##### **42.1 Investment of deposit**

- (a) The depositholder must invest the deposit (at the risk of the party who becomes entitled to it) in an interest bearing account with a bank in NSW, with interest to be reinvested.
- (b) The vendor may direct the depositholder at any time to reinvest the deposit and all interest with a different bank (but otherwise in accordance with the provisions of this clause).
- (c) The vendor's solicitor will, as depositholder, be paid an administration fee of \$195 (plus GST) for investing and administering the deposit. This administration fee will be paid by the purchaser as an adjustment on Completion.

#### **42.2 Payment of interest**

- (a) On Completion, interest will be paid to the parties equally, after deduction of all proper government taxes or financial institution charges or other charges.
- (b) If this contract is rescinded or terminated, interest after deduction of all proper government taxes or financial institution charges or other charges will be paid to the party entitled to the deposit, unless otherwise agreed between the parties.

#### **42.3 Tax file number**

The purchaser must provide its tax file number to the depositholder prior to exchange of this contract. If the purchaser does not inform the depositholder of its tax file number, tax may be deducted from any interest earned on the deposit payable to the purchaser, at the top marginal rate.

#### **42.4 Deposit and interest withdrawn at completion**

The purchaser agrees that once the Registration Notice has been served on the purchaser by the vendor, the depositholder may withdraw the deposit and interest on the day appointed for Completion for the purpose of accounting for the deposit and interest at Completion and to close the account.

#### **42.5 Default**

- (a) If the vendor terminates this contract because of the purchaser's default, then the vendor is entitled to all interest earned on the deposit.
- (b) Subject to clause 42.1(c), if the purchaser terminates this contract because of the vendor's default or if this contract is rescinded, then the purchaser is entitled to all interest earned on the deposit.

#### **42.6 Risk on deposit**

The party entitled to the deposit on Completion, termination or rescission of this contract (whichever occurs) bears the risk of loss of the deposit and of the interest.

### **43. Payment of deposit by Bank Guarantee**

#### **43.1 When does this clause apply?**

This clause applies only if the purchaser has paid the deposit by way of a Bank Guarantee.

#### **43.2 Bank Guarantee provided as deposit**

- (a) Subject to the balance of this clause, the delivery of the Bank Guarantee on or before the date of this contract to the vendor's solicitor will, to the extent of the amount guaranteed under the Bank Guarantee, be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.
- (b) The vendor acknowledges that payment by the issuer of the Bank Guarantee will, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under this contract.



### **43.3 Payment of deposit**

The purchaser must pay the amount stipulated in the Bank Guarantee to the vendor by unendorsed bank cheque on the earlier of Completion or within two business days of the vendor serving a notice on the purchaser claiming forfeiture of the deposit.

### **43.4 Claiming of deposit**

If the purchaser does not comply with clause 43.3 the purchaser is immediately in breach of an essential condition of this contract and the vendor may, without notice to the purchaser, demand payment of the amount stipulated in the Bank Guarantee from the issuer of the Bank Guarantee.

### **43.5 Bank Guarantee to remain valid**

The Bank Guarantee must be and remain valid until twelve months after the Sunset Date.

### **43.6 Replacement of Bank Guarantee**

(a) If for any reason the Bank Guarantee is not valid or ceases to be valid and the vendor serves notice in writing on the purchaser requiring:

- (i) a valid Bank Guarantee to be issued or substituted; or
- (ii) a deposit satisfactory to the vendor to be provided

the purchaser must deliver to the vendor a valid Bank Guarantee or satisfactory deposit within ten business days of the vendor serving the notice.

(b) If at any time the Bank Guarantee has an expiry date which occurs earlier than three months after the Sunset Date or any extended Sunset Date, the purchaser must, on written demand from the vendor, provide the vendor with a replacement Bank Guarantee (which has an expiry date occurring at least three months after the Sunset Date) within five business days of receiving the demand.

(c) If at any time the credit rating of the Bank Guarantee provider (as determined by S&P or Moodys) falls or the vendor determines that the Bank Guarantee provider is removed from the vendor's list of approved providers, the purchaser must replace the Bank Guarantee with a bank cheque in favour of the vendor's solicitors for the deposit within five business days of receiving a written demand from the vendor.

(d) If the purchaser does not replace the Bank Guarantee or provide a deposit satisfactory to the vendor in accordance with the provisions of this clause 43.6, the vendor is entitled to demand payment of the Bank Guarantee and the proceeds will be held in trust by the vendor's solicitor and dealt with as a deposit under the terms of this contract.

### **43.7 Substitute Bank Guarantee – Replacement beneficiary**

(a) If the vendor at any time notifies the purchaser in writing that it requires the Bank Guarantee to be reissued to a party other than the vendor, the purchaser must at the vendor's expense, have the Bank Guarantee reissued and delivered to the vendor or its agent within 15 business days of receiving the vendor's notice in writing. If the purchaser does not replace the Bank Guarantee within 15 business days of receiving the notice, the vendor is entitled to call on payment of the Bank Guarantee and the proceeds will be held in trust by the vendor's solicitor and dealt with as a deposit under the terms of this contract.

- (b) If the purchaser incurs any cost in reissuing the Bank Guarantee under clause 43.7(a), it may serve a notice on the vendor of the reasonable costs incurred and the vendor will pay the purchaser that amount (excluding any interest charged by the issuer) within a reasonable time of receiving details of the reasonable cost.

#### **43.8 This clause is essential**

It is an essential condition of this contract that the purchaser complies with this clause. If the purchaser does not comply with its obligations under those clauses, the vendor may in its absolute discretion:

- (a) terminate this contract and demand payment of the Bank Guarantee; or
- (b) treat the non-compliance as a deemed failure to pay the deposit under clause 2.1.

#### **43.9 This clause applies to replaced or substituted Bank Guarantee**

The provisions of this clause apply to any replaced or substituted Bank Guarantee.

### **44. Guarantee**

- (a) The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian stock exchange.
- (b) In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor:
  - (i) the payment of all money payable by the purchaser under this contract; and
  - (ii) the performance of all the purchaser's other obligations under this contract.
- (c) The Guarantor:
  - (i) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract; and
  - (ii) must pay on demand any money due to the vendor under this indemnity.
- (d) The Guarantor is jointly and severally liable with the purchaser to the vendor for:
  - (i) the purchaser's performance of its obligations under this contract; and
  - (ii) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract, or the termination of this contract by the vendor.
- (e) Until the vendor has received all money payable to it under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser nor the Guarantor may:
  - (i) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or

- (ii) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- (f) The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- (g) The Guarantor's obligations are not affected if:
  - (i) the vendor releases or enters into a composition with the purchaser;
  - (ii) a payment made to the vendor is later avoided; or
  - (iii) the vendor assigns or transfers the benefit of this contract.
- (h) If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- (i) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
  - (i) the grant of any time, waiver, covenant not to sue or other indulgence;
  - (ii) the release (including without limitation a release as part of a novation) or discharge of any person;
  - (iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
  - (iv) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
  - (v) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
  - (vi) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided, or unenforceable; or
  - (vii) the winding-up of the purchaser.
- (j) The Guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the contract and the Guarantor must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with the contract.

## **Part D - Completion**

### **45. Completion**

#### **45.1 Due date for completion**

Completion of this contract is due ten business days after the later of:

- (a) the date on which the vendor serves a Registration Notice on the purchaser; and

- (b) the date on which the vendor serves a copy of the Occupation Certificate on the purchaser.

#### **45.2 Sunset Date**

If the Draft Strata Plan is not registered on or before the Sunset Date, then subject to legislation, either party may rescind by written notice to the other.

#### **45.3 Reasonable endeavours**

The vendor must use all reasonable endeavours to have the Draft Strata Plan registered on or before the Sunset Date.

### **46. Service by Email**

In addition to the provisions of clause 20 of this contract, service of any notice or document under or relating to this contract may be effected and shall be sufficient service on a party and that party's solicitor:

- (a) sent to the addressee's email set out in this contract, or if the addressee notifies in writing of another email address for receipt of documents, then at or to that email address; and
- (b) any notice validly given by email in accordance with clause 46(a) in absence of proof to the contrary, shall be deemed to have been received at the time sent unless a notification of delivery failure is received within 120 minutes of the email being sent.

### **47. Extension of Time**

#### **47.1 Extension of Sunset Date**

The vendor may extend the Sunset Date by each day that the vendor or its builders have been delayed by reason of:

- (a) inclement weather or conditions resulting from inclement weather;
- (b) any civil commotion, combination of strikes or lock-outs;
- (c) any delay in any approval for development or construction of the Building by any Government Agency or Council (including any variation, modification or amendment to any such approval);
- (d) any delay by Council or any Government Agency in approving, signing or registering any document including the Draft Strata Plan;
- (e) any matter or thing beyond the control of the vendor; or
- (f) delays in obtaining finance or the requisite and type pre-sales required by any financier,
- (g) any delay in the issue of the Occupation Certificate

which affects the progress of the development and construction of the Building or affects the manufacture, supply or delivery of materials for the construction or fit out of the Building or affects registration of the Draft Strata Plan.

## **47.2 Determination of extension of time**

- (a) The vendor's project manager is the sole determinator of the vendor's entitlement to extensions of time under this clause.
- (b) The vendor's project manager acts as an expert and not an arbitrator and a certificate by the vendor's project manager in relation to extensions of time under this clause is final, conclusive and binding on the parties.
- (c) Extensions of time under this clause cannot result in the Sunset Date being extended by more than 12 months.

## **48. Interest and notice to complete**

### **48.1 Interest**

- (a) If the purchaser completes this contract but does not do so on or before the date for completion, then on the date of actual Completion the purchaser must pay the vendor interest at the Interest Rate on the balance price and any other amount payable by the purchaser to the vendor under this contract from, but excluding, the date for completion to and including the date of actual Completion.
- (b) Payment of interest in accordance with this clause is an essential term of this contract.
- (c) The purchaser need not pay interest under this clause for as long as the purchaser is ready, willing and able to complete and Completion cannot take place because the vendor cannot complete.

### **48.2 Notice to complete**

- (a) If a party does not complete this contract on the date for completion, the party not in default may, if it is ready willing and able to complete, serve on the party in default a notice to complete, requiring the party in default to complete this contract within not less than ten business days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion.
- (b) A notice to complete will be reasonable and sufficient as to time if a period of ten business days from the date of service of the notice is allowed for Completion.
- (c) If the vendor issues a notice to complete and the vendor has elected that this transaction be an electronic transaction under clause 52, the vendor may also give the purchaser notice, either as part of the notice to complete or in a separate notice, that from the date of the notice this transaction is not to be an electronic transaction.
- (d) If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$450 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's solicitor by a separate settlement adjustment at Completion of this contract.
- (e) Without affecting any other right, a party who has issued a notice to complete under this contract can, at any time before the expiration of the notice, revoke the notice by serving a notice of revocation.

### **48.3 Completion booking cancellation**

If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser will allow to the vendor a fee of \$150 plus GST in respect of each cancellation.

## **49. Council rates, water and sewerage rates, land tax and NBN**

### **49.1 Council rates and water rates**

If, at Completion, separate assessments for council rates or water rates in respect of the property for the year current at Completion have not issued, no regard is to be had to the actual separate assessment if and when it issues and:

- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues; and
- (b) on Completion the purchaser must adjust the amount referred to in Item 2.1 (in respect to Council rates) and Item 2.2 (in respect to water and sewerage rates) in accordance with clause 14.

### **49.2 Land tax**

- (a) If, at Completion, a separate assessment for land tax has not issued:
  - (i) On Completion the purchaser must adjust the amount referred to in Item 2.3 in accordance with clause 14..\\
  - (ii) The vendor must pay or procure the payment of the actual separate assessment if and when it issues.
  - (iii) Neither party may object or call for further adjustment even if a separate assessment for the property subsequently issues for an amount different to the amount adjusted on Completion.
- (b) If a separate land tax assessment has issued for the property as at the date of this contract, the purchaser must adjust land tax on that amount assessed for the property, as it is assessed in the hands of the land owner.
- (c) Nothing in clauses 49.2(a) or 49.2(b) requires the purchaser to complete if there is a land tax charge on the property and the provisions of clause 14.6 continue to apply.

### **49.3 National Broad Band (NBN)**

- (a) The vendor discloses that it is a condition of the Development Approval it is required to co-ordinate, arrange and pay NBN Co Limited for the provision of hardware for NBN to be installed within each of the Industrial Units.
- (b) The purchaser of an Industrial Unit agrees to make an allowance to the vendor on Completion for the full cost of the provision of the hardware as charged by NBN Co Limited or its contractor which the vendor estimates as at the date of the contract to be \$600 plus GST.
- (c) The purchaser acknowledges that:
  - (i) The vendor has no control in respect to the completion of the installation of the NBN hardware and that at the date of Completion of this contract NBN Co Limited may not have completed the installation of the hardware; and

- (ii) the purchaser will not be entitled to make a Claim, delay Completion or rescind or terminate this contract should installation of the hardware by NBN Co Limited not be completed by the date of Completion; and
- (iii) it will be the purchaser's responsibility and cost to arrange for connection of the property to the NBN.

## 50. Land Tax and delayed completion

### 50.1 Land Tax

Notwithstanding any other clause contained in this contract if Completion of this contract is delayed by the default of the purchaser and as a result is not effected by 12 midday on the business day prior to 24 December, in the year in which Completion of this contract is required (**Current Land Tax Year**) and land tax (including surcharge land tax as defined in the *Land Tax Act 1956* (NSW)) (**Land Tax**) is assessed as payable by the vendor in respect of the property, then:

- (a) the purchaser will be responsible to pay any and all Land Tax (including any applicable surcharge land tax) assessed as payable by the vendor for the subsequent land tax year (**Subsequent Land Tax Year**) in respect to the property without regard to any threshold exemption; and
- (b) the vendor is not required to provide the purchaser with a land tax assessment for the Subsequent Land Tax Year; and
- (c) at Completion of this contract the purchaser is to allow in favour of the vendor the amount equal to the 1.6% of the taxable value of the property (as defined under the *Land Tax Management Act 1986* (NSW)) for the Current Land Tax Year (**Retained Land Tax**); and
- (d) notwithstanding any other term of this contract the vendor shall not be required to provide the purchaser a clear land tax certificate in relation to the Subsequent Land Tax Year on Completion of this contract; and
- (e) the vendor will upon receipt of the land tax assessment for the property for the Subsequent Land Tax Year apply the Retained Land Tax to the amount due and payable; and
- (f) if the land tax payable in relation to the property for the Subsequent Land Tax Year is less than the Retained Amount then the vendor will:
  - (i) provide the purchaser with a copy of the land tax assessment for the Subsequent Land Tax Year; and
  - (ii) provide the purchaser with evidence of payment of the land tax payable in relation to the property; and
  - (iii) refund the difference between the land tax payable and the Retained Amount to the purchaser

within 4 weeks of receiving the land tax assessment notice for the property.

## **51. Strata Title**

### **51.1 Adjustment of regular periodic contributions**

The vendor and the purchaser must adjust under clause 14.1 any regular periodic contributions to the administrative fund and the sinking fund of the Strata Scheme, any regular payment under a by-law of the Owners Corporation.

### **51.2 Normal expenses**

The vendor and the purchaser must adjust under clause 14.1, on a unit entitlement basis, any Normal Expenses paid by the vendor which have not been reimbursed to the vendor at Completion.

### **51.3 Strata Interest Notice**

The purchaser must submit with the Transfer tendered under clause 4 a strata interest notice in duplicate in accordance with the Strata Management Act signed by the purchaser. The vendor must sign both copies of the notice and on Completion insert the date of completion. The vendor must give one copy of the notice to the Owners Corporation and the other copy to the purchaser who may, on behalf of the vendor, send it to the Owners Corporation.

### **51.4 Insurance**

On registration of the Strata Plan the vendor must cause the Owners Corporation to effect all insurances required by the Strata Management Act. On Completion the vendor and the purchaser must, on a unit entitlement basis, adjust the full premium or premiums paid by the vendor.

### **51.5 Strata information certificate**

The vendor is not obliged to give the purchaser a certificate under section 184 of the Strata Management Act. The vendor authorises the purchaser to apply for any certificate and to apply for and make any inspections available from the Owners Corporation under section 184 of the Strata Management Act. If, before Completion, the vendor provides a certificate under section 184 of the Strata Management Act, the purchaser must reimburse the vendor for the cost of the certificate as an adjustment at Completion.

## **52. Electronic settlement**

### **52.1 Amendments to clause 30**

Clause 30 is amended as follows:

- (a) Clause 30.5 – delete “Normally, the vendor must within 7 days of receipt of the notice under clause 30.1.2” and replace with “The vendor must within two business days of serving a notice under clause 51.2”.
- (b) Clause 30.7 – replace “7” with “2”.
- (c) Clause 30.8 - replace “7” with “2”.
- (d) Clause 30.9.1 – delete and replace with “the vendor must provide the purchaser with adjustment figures at least two business days before the date for completion; and”
- (e) Clause 30.14 – delete “but if there is no Prescribed Requirement, the vendor must serve the certificate of title after Completion”.



- (f) Clause 30.15.2 – delete “immediately” and replace “within ten business days”

## **Part E - Assignment of contract**

### **53. Transfer of the property from the vendor to another entity**

#### **53.1 Transfer prior to settlement**

If the vendor transfers the property, the Strata Parcel or the Development Site to another entity prior to Completion, and the vendor gives the purchaser written notice of its intention to so transfer the property, the Strata Parcel or the Development Site, the purchaser agrees:

- (a) to the transfer of the property, the Strata Parcel or the Development Site to the transferee; and/or
- (b) to the vendor assigning the benefit of this contract to the transferee; and/or
- (c) to the vendor novating this contract to the transferee; and/or
- (d) to accept on settlement a transfer of the property in registrable form duly executed by the transferee (if the vendor transfers, assigns or novates this contract according to this clause); and
- (e) if the purchaser has paid the deposit by Bank Guarantee, to replace the Bank Guarantee with a new bank guarantee for the same amount in favour of the transferee within ten business days after being requested to do so by the vendor or after the transfer, by the transferee.

#### **53.2 Assignment**

If required by the vendor, the purchaser agrees to enter into a deed of assignment to assign the benefit of this contract from the vendor to the transferee. If these provisions apply:

- (a) the vendor must, at its cost, prepare the deed of assignment; and
- (b) the purchaser must sign the deed of assignment and return it to the vendor within five business days of receiving it from the vendor; and
- (c) the deed of assignment must contain a provision releasing the vendor from all of its obligations under this contract (other than clause 53.6).

#### **53.3 Novation**

If required by the vendor, the purchaser agrees to enter into a deed of novation to novate this contract from the vendor to the transferee. If these provisions apply:

- (a) the vendor must, at its cost, prepare the deed of novation; and
- (b) the purchaser must sign the deed of novation and return it to the vendor within five business days of receiving it from the vendor.

#### **53.4 Acceptance of transfer**

If there is a novation or assignment under this clause then, the purchaser agrees to accept a transfer from the transferee.

### **53.5 Stamp duty**

The vendor agrees to pay any stamp duty payable upon the assignment or novation of this contract according to this clause.

### **53.6 Indemnity by vendor for stamp duty**

The vendor indemnifies the purchaser in the event that the purchaser is liable for any additional stamp duty in respect of this contract or the transfer of the property to the purchaser (above the stamp duty normally payable by the purchaser) arising as a direct result of the transfer, assignment or novation under this clause.

## **Part F - Development, selling and leasing activities**

### **54. Selling, Marketing and Leasing Activities**

Both before and after Completion and until the vendor completes the sale of all lots in the Building, the vendor and persons authorised by the vendor may:

- (a) conduct selling, marketing and leasing activities in and about the Development Site or the Building;
- (b) place in and about the Development Site or the Building (but not the property, after Completion) signs in connection with those selling, marketing and leasing activities;
- (c) place in and about the Development Site or the Building (but not the property, after Completion ) offices and other facilities for sales people;
- (d) after registration of the Strata Plan, use any lot (but not the property, after Completion) in the Building in relation to the marketing of projects other than the Building.

### **55. Development Activities**

#### **55.1 Development Activities**

The purchaser acknowledges that Development Activities may cause temporary interruptions of Services and temporary diversions of access to the Building and that the vendor will continue to carry out Development Activities after Completion.

#### **55.2 No objection to Development Activities**

The purchaser may not make any claim, objection, requisition, delay Completion, rescind or terminate because the vendor is carrying out Development Activities.

#### **55.3 Reasonable endeavours of Developer**

In carrying out Development Activities the vendor must use reasonable endeavours to ensure that the purchaser is caused as little inconvenience as is reasonably practicable.

#### **55.4 Access**

The purchaser will not do any act, matter or thing or vote in respect of any resolutions to restrict access to the vendor or its contractors, consultants or workman after Completion for the purposes of carrying out any Development Activities.

## **56. Purchaser's obligations about Designated Matters**

### **56.1 Vote in favour**

If required by the vendor at or after Completion, the purchaser must:

- (a) vote in favour of any motion (and use all reasonable endeavours to ensure that an enrolled mortgagee of the property votes in favour of any motion) for a resolution of the Owners Corporation to implement or give effect to any of the Designated Matters; and
- (b) vote against any motion (and use all reasonable endeavours to ensure that an enrolled mortgagee of the property votes against any motion) for a resolution of the Owners Corporation which, if passed, would delay or prevent the implementation or giving effect to any of the Designated Matters or the vendor's exercise of rights in relation to the Designated Matters.

### **56.2 Purchaser to procure transferee**

The purchaser must:

- (a) ensure that a transferee of the property from the purchaser enters into a contract in the terms of this clause (and incorporating into that contract the terms of clauses 37, 38, 54, 55 and this clause 56) in such form as the vendor reasonably requires; and
- (b) use all reasonable endeavours to ensure any enrolled mortgagee of the property complies with this clause.

### **56.3 Purchaser to refrain**

The purchaser must not:

- (a) do anything which would prevent the purchaser exercising a vote in respect of the property;
- (b) do anything, including commencing any proceedings in a court or tribunal which may delay or prevent the implementation of or giving effect to any of the Designated Matters or the vendor's exercise of rights in relation to the Designated Matters; or
- (c) procure or request any person to do anything which may delay or prevent the implementation of or giving effect to any of the Designated Matters or the vendor's exercise of rights in relation to the Designated Matters.

### **56.4 No objection to Designated Matters**

The purchaser may not make any objection, requisition, claim, delay Completion, rescind or terminate because of the Designated Matters.

## **Part G – Environmental matters**

### **57. Environmental matters**

- (a) The vendor does not warrant that the Property is suitable for any particular development or use.
- (b) The vendor discloses that the property may be subject to the issue of a Site Audit Statement which may:

- (i) impose active management obligations which are to apply after the issue of the Site Audit Statement; and/or
  - (ii) require the installation of a vapour barrier or vapour management system which would require the carrying out of active management obligations; and/or
  - (iii) the registration of the an Environmental Management Plan at the time of registration of the Plan.
- (c) The purchaser acknowledges that the Site Audit Statement may restrict certain uses, in particular, retail food businesses including food preparation, and that grease traps will not be permitted to be installed within the property.
  - (d) The purchaser acknowledges and agrees that it has relied on its own assessment of the Property and its own due diligence enquiries in deciding to purchase the Property and is not entitled to raise any requisition, make a Claim, delay completion, rescind or terminate this contract in respect of the matters disclosed in this clause.

## Part H - General provisions

### 58. E - Contract

#### 58.1 Electronic execution and consents under Electronic Transactions Act 2000

- (a) Each party consents to this contract being signed by any other party in accordance with an electronic communication method that is approved by the vendor.
- (b) Clause 58.2 does not apply if this contract is exchanged in customary paper form.

#### 58.2 Dispensing with counterparts

The parties to this contract agree that, despite any custom, practise or code otherwise followed in respect of contracts for the sale of land, this contract:

- (a) is made on its execution by all parties to it;
- (b) need not be executed and exchanged in counterparts; and
- (c) constitutes an original document in an electronic format.

#### 58.3 vendor may require a paper form contract

- (a) The vendor may require by notice to the purchaser that the purchaser sign a customary paper form contract on substantially the same terms as this contract (**Paper Contract**).
- (b) If the vendor serve a notice pursuant to clause 58.3(a), the purchaser must sign and deliver to the vendor's solicitor the Paper Contract accompanying that notice within 14 days.
- (c) If the purchaser does not comply with clause 58.3(b), then the purchaser appoints the vendor as its attorney to comply with that clause.
- (d) The parties acknowledge and agree that a Paper Contract is only intended to record the detailed terms of the contract in paper form, and confirm that they intend to be and will be bound by the contract on the date of this document.

## **59. GST**

- (a) The vendor discloses and the purchaser acknowledges that
  - (i) the price excludes GST; and
  - (ii) the vendor is liable to pay GST in respect of the supply of the property to the purchaser; and
  - (iii) on Completion of this contract the purchaser must pay to the vendor, in addition to the price, the GST payable by the vendor so that after payment of the GST by the vendor the net amount retained by the vendor is the same as if the vendor was not liable to pay any GST in respect of that supply; and
  - (iv) the GST amount will be notified by the vendor to the purchaser before the date for payment of the price and must be paid by the purchaser to the vendor on Completion of this contract.
- (b) On Completion the vendor will give to the purchaser a tax invoice for the supply of the property by the vendor under this contract.
- (c) This clause is an essential term of this contract.

## **60. Privacy Act**

### **60.1 Consent**

The purchaser and the Guarantor each consent to its personal information being:

- (a) used by the vendor;
  - (i) in connection with the vendor's business; and
  - (ii) as specified in any applicable privacy statement; and
- (b) disclosed by the vendor:
  - (i) if required or permitted by law; or
  - (ii) as specified in any applicable privacy statement; or
  - (iii) if the purchaser or the Guarantor consent; or
  - (iv) to any person with whom the vendor deals in connection with the vendor's business, including persons who are overseas.

### **60.2 Collection of Information**

- (a) The purchaser acknowledges and agrees that the vendor may collect information about the purchaser set out in this contract or made available to the vendor in relation to this contract and that the vendor may disclose that information in relation to this contract to:
  - (i) the vendor's agent (or prospective agent);
  - (ii) the vendor's financier or financial adviser (or prospective financier or financial adviser);
  - (iii) external service providers (including solicitors, insurers and accountants);

- (iv) the bank which is to hold the invested deposit in accordance with clause 42; and
  - (v) any person with whom the vendor deals with in connection with the vendor's business, including persons who are overseas.
- (b) The purchaser may request access to its personal information and request that it be corrected as specified in the vendor's privacy policy.
  - (c) The purchaser consents to the vendor using its personal information to promote the vendor's products and services. If the purchaser no longer wishes to receive promotional information from the vendor, the purchaser may advise the vendor of its wish.

## **61. General**

### **61.1 Merger**

The rights and obligations of the parties will not merge on Completion of this contract or on registration of the transfer. All provisions of this contract will have application after Completion and the registration of the transfer for as long as necessary to give effect to the operation of those provisions.

### **61.2 Severance**

Any provision of this contract that is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions of this contract will not be affected.

### **61.3 Variation and waiver**

- (a) A variation of any term of this contract must be in writing and signed by the parties.
- (b) A waiver of a condition of the operation of this contract must be in writing and signed by the party having the benefit of the condition.

### **61.4 Entire Contract**

This contract constitutes the entire agreement between the parties in respect of its subject matter. In particular, the parties acknowledge that no oral statement communicated between the parties or their agents and representatives or written material provided on behalf of a party, by its agent or representative (**Communication**) has been interpreted as in any way qualifying the terms of this contract, and that no Communication in the future will be interpreted as qualifying the terms of this contract unless confirmed as a variation.

### **61.5 Continuing obligations**

- (a) Each indemnity by the purchaser in this contract is a continuing obligation, separate and independent from the purchaser's other obligations and survives Completion of this contract.
- (b) It is not necessary for the vendor to incur expenses or to make any payment before enforcing a right of indemnity conferred by this contract. The purchaser must pay on demand any amount it must pay under an indemnity in this contract.

- (c) To the extent permissible by law, a reference in this contract to the vendor in any release or indemnity includes a reference to the vendor and its Associates including any ultimate holding company of the vendor.

#### **61.6 Liability and claims**

- (a) If a Claim made by or on behalf of the purchaser is withdrawn by or on behalf of the purchaser on or before Completion, the purchaser irrevocably agrees that its Claim shall be wholly withdrawn and forfeited and that the purchaser will have no right to make any Claim in relation to the same or similar subject matter at any time on or from Completion.
- (b) If:
  - (i) this contract is rescinded by any party;
  - (ii) or terminated (other than by performance) by the purchaser,the purchaser will not have any Claim against the vendor for any Costs (including damages).

#### **61.7 No disparaging comments**

The purchaser promises not to make, nor allow any other person to make, or consent to any other person making, any untrue negative, derogatory or disparaging comments about the vendor, their directors, officers, employees, solicitors or related bodies corporate or any representatives, agents, solicitors, contractors or builders of the vendor or the manner of the conduct of the development of the Development Lot or the property.

#### **61.8 Governing law**

This contract is governed by the laws of New South Wales. The parties submit to the exclusive jurisdiction of the Courts of New South Wales.

### **62. Purchaser's confirmations**

The purchaser confirms that:

- (a) before signing this contract it received, or had the opportunity to receive, independent advice and has negotiated, or has had the opportunity to negotiate the terms of this contract;
- (b) this contract describes what the vendor is contracting to deliver and is obliged to deliver to the purchaser upon Completion, despite any other materials that the purchaser has viewed, including any marketing material in relation to the property;
- (c) if there is any specific matter which the purchaser wishes to be addressed in this contract, including any matter set out or described in any marketing material for the property, then the purchaser should bring and has brought such matters to the vendor's attention prior to the contract date (or within any cooling off period that may apply) by inclusion of those matters in **Schedule 1**. Any matter that is set out in **Schedule 1** overrides any contrary representation that has been made in this contract;
- (d) the vendor has not made any representations or warranties as to any financial return or income to be derived from the property except those set out in this contract and as described in **Schedule 1**.

- (e) the purchaser has relied entirely on enquiries relating to the property made by or on behalf of the purchaser, and the vendor (including the vendor's consultants) has not made any representation or warranty of any nature, except as set out in this contract and as described in **Schedule 1**;
- (f) the purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of the property and the Development Lot including but without limitation the property, planning restrictions, building regulations and the suitability of the property and the Development Lot for the purpose for which the purchaser requires the property; and
- (g) there is no other contract, agreement or warranty subsisting at the time of signing this contract which relates to the purchase of the property by the purchaser; and
  - (i) it is aware of its rights to include any representations or promises on which it relies in **Schedule 1**;
  - (ii) it is aware of the risks that the vendor undertakes in relation to the Development; and
  - (iii) the terms of this contract are reasonably necessary to protect the legitimate interests of the vendor.
- (h) If any part of this contract is deemed to be unfair or void under the Australian Consumer Law that part will be severed from this contract and all other parts will remain in effect.

## **63. Contract Documents**

### **63.1 Not prescribed documents**

- (a) The purchaser acknowledges that the following dealings registered on title are not prescribed documents pursuant to the Conveyancing Act and Conveyancing Regulation:
  - (i) AK971351
  - (ii) AK971352
  - (iii) AK971502
  - (iv) AK971571

### **63.2 No objection**

The purchaser cannot make any Objection as a result of anything disclosed in clause 63.



Schedule 1

Vendor's Further representations and Warranties

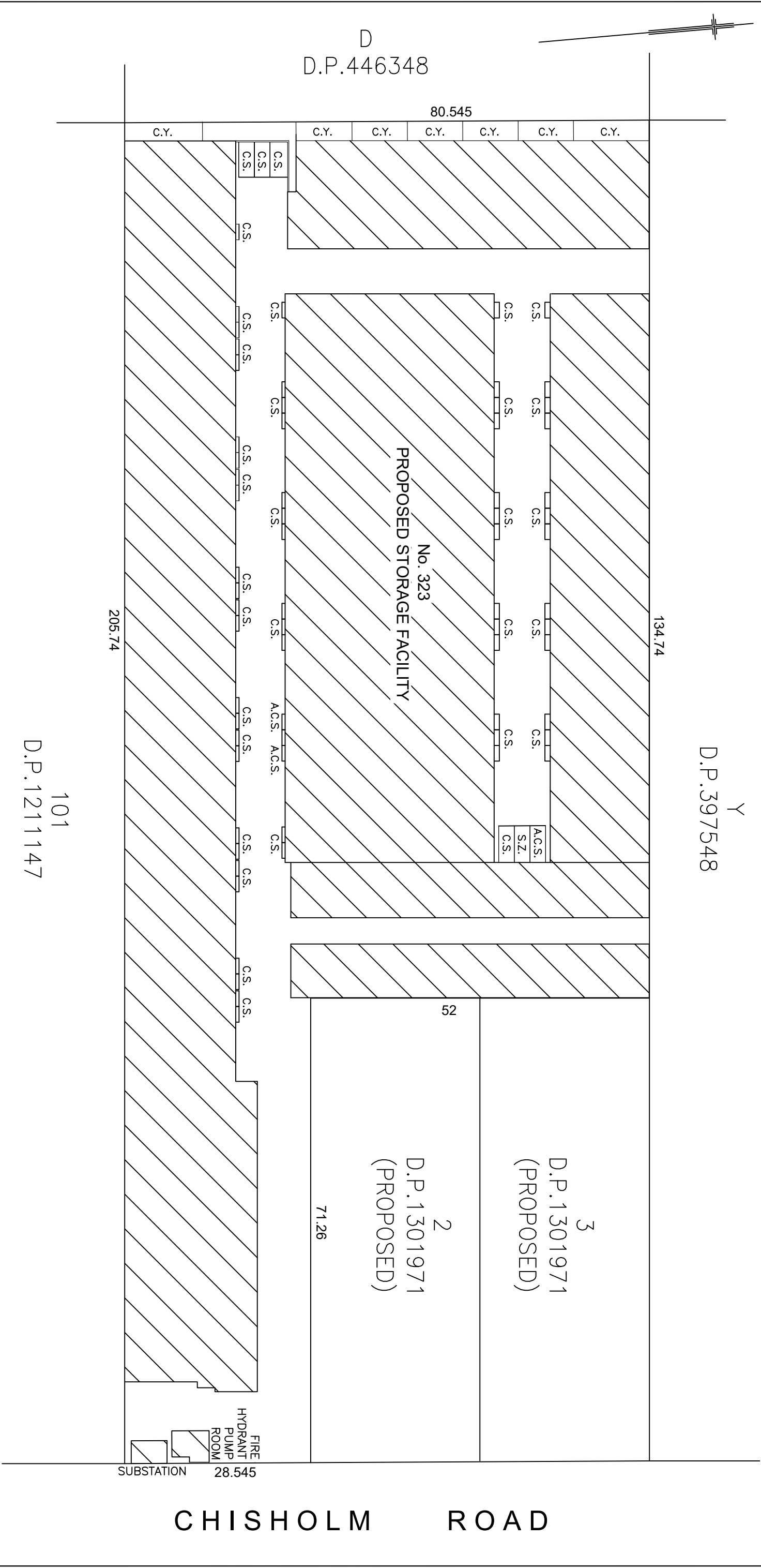
For the purposes of clause 62 the following representations and warranties by the vendor:


The purchaser acknowledges and agrees that if there are no representations or warranties listed about then for the purposes of clause 62 no vendor representations or warranties are described in this Schedule.

## Reference Schedule

<b>Item 1</b>	<p>Copies of the following documents are attached and marked with their annexure number:</p> <ol style="list-style-type: none"><li>1. Draft Strata Plan (Annexure A)</li><li>2. Draft Strata By-Laws (Annexure B)</li><li>3. Schedule of Finishes (Annexure C)</li><li>4. Title Searches and Dealings</li><li>5. Planning Certificates under section 10.7 (2) of the EPA Act</li><li>6. Sewer Reference Sheets</li><li>7. Requisitions and Replies (Annexure D)</li><li>8. FIRB Declaration (Annexure E)</li></ol>
<b>Item 2 [Clause 49]</b>	
Item 2.1	<p><b>Council Rates</b></p> <p>Storage Unit Council Rates - \$1,650 per annum</p> <p>Industrial Unit Council Rates- \$3,100 per annum</p>
Item 2.2	<p><b>Water Rates</b></p> <p>Industrial Unit Water Rates - \$300 per quarter</p> <p>Storage Unit Water Rates - \$300 per quarter</p>
Item 2.3	<p><b>Land Tax</b></p> <p>\$2,200 per annum for the Industrial Lots</p> <p>\$1,650 per annum for Storage Lots</p>
<b>Item 3</b>	<p>Sunset Date - 30 June 2026</p>

## **Annexure A      Draft Strata Plan**

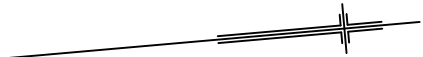
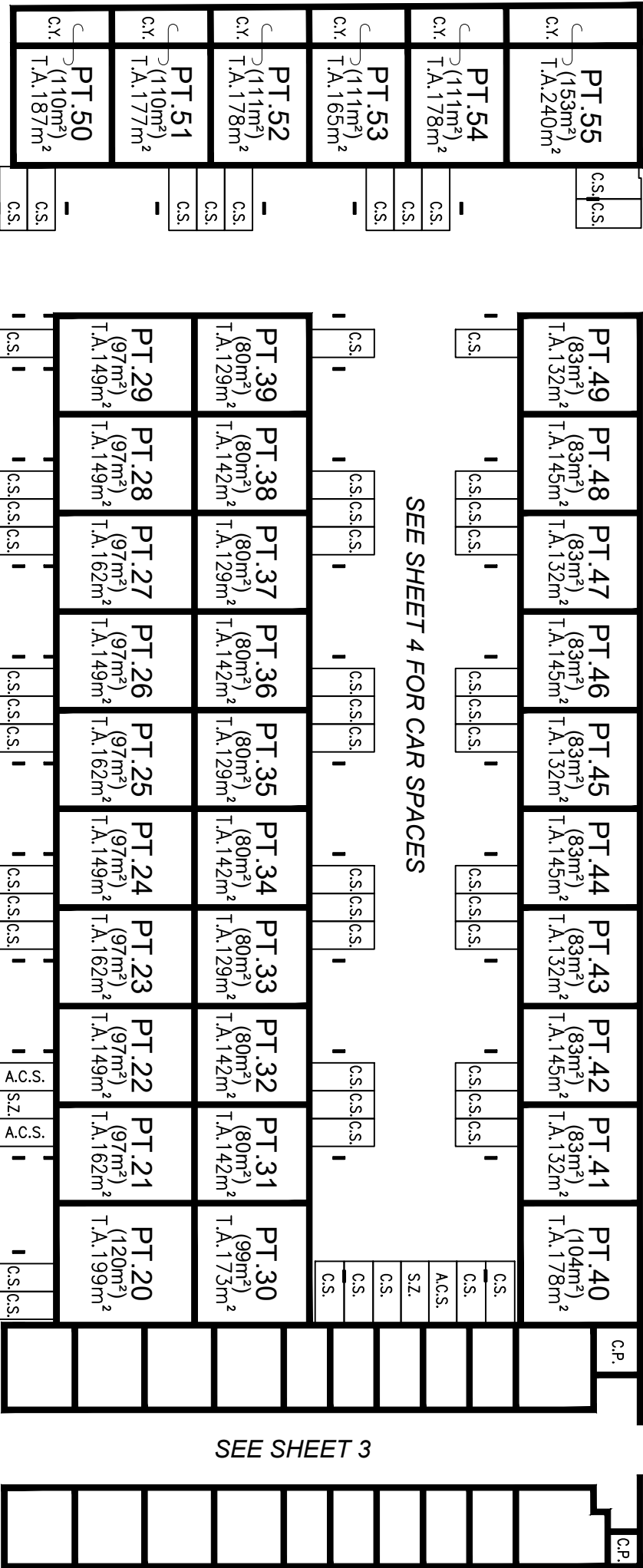


LOCATION PLAN

A.C.S. - ACCESSIBLE DENOTES CAR SPACE  
C.S. - DENOTES CAR SPACE  
C.Y. - DENOTES COURTYARD

MEASUREMENTS OF FLOOR AREA SHOWN ON  
THE FLOOR PLAN ARE APPROXIMATE &  
CALCULATED FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT)  
ACT 1973 ONLY. THEY MAY DIFFER FROM  
MEASUREMENTS OF FLOOR AREA FOR OTHER  
PURPOSES.

SURVEYOR	PLAN OF	L.G.A. : AUBURN	Registered	
Name: GREGORY JON FRITH	SUBDIVISION OF PROPOSED LOT 1 D.P. 1301971	Locality : CUMBERLAND		
Date: DRAFT 09/04/2024		Reduction Ratio 1:600		
Reference: 80467		Lengths are in metres.		



SEE SHEET 5 FOR CAR SPACES

GROUND LEVEL

A.C.S. - ACCESSIBLE DENOTES CAR SPACE  
(COMMON PROPERTY)  
C.S. - DENOTES CAR SPACE  
C.Y. - DENOTES COURTYARD  
S.Z. - SHARED ZONE (COMMON PROPERTY)  
T.A. - TOTAL AREA

COURTYARDS ARE LIMITED IN HEIGHT TO 2.5  
ABOVE THE UPPER SURFACE OF THE CONCRETE  
FLOOR OF THE BUILDING AND THE RESPECTIVE  
LOT ON THE GROUND LEVEL AND WHERE NOT

CONCRETE PAVED ARE LIMITED TO A DEPTH OF  
2 BELOW THAT SURFACE.

STAIRS IN COURTYARD FORM PART OF LOT.

AREAS HAVE BEEN CALCULATED FROM CAD  
FILES PREPARED BY BJB ARCHITECTS PTY LTD  
AND ARE SUBJECT TO SURVEY UPON  
COMPLETION OF THE BUILDINGS.

PLANS USED: A1201 REVL DATED 19/04/2024  
DATE RECEIVED: 19/04/2024

MEASUREMENTS OF FLOOR AREA SHOWN ON  
THE FLOOR PLAN ARE APPROXIMATE &  
CALCULATED FOR THE PURPOSE OF THE  
STRATA SCHEMES (FREEHOLD DEVELOPMENT)  
ACT 1973 ONLY. THEY MAY DIFFER FROM  
MEASUREMENTS OF FLOOR AREA FOR OTHER  
PURPOSES.

© RYGATE & COMPANY PTY. LIMITED 2024  
AREAS ARE APPROXIMATE

DRAFT  
4th May, 2024

SURVEYOR

Name: GREGORY JON FRITH

Date: DRAFT 09/04/2024

Reference: 80467

PLAN OF

SUBDIVISION OF PROPOSED LOT 1 D.P. 1301971

L.G.A. : AUBURN

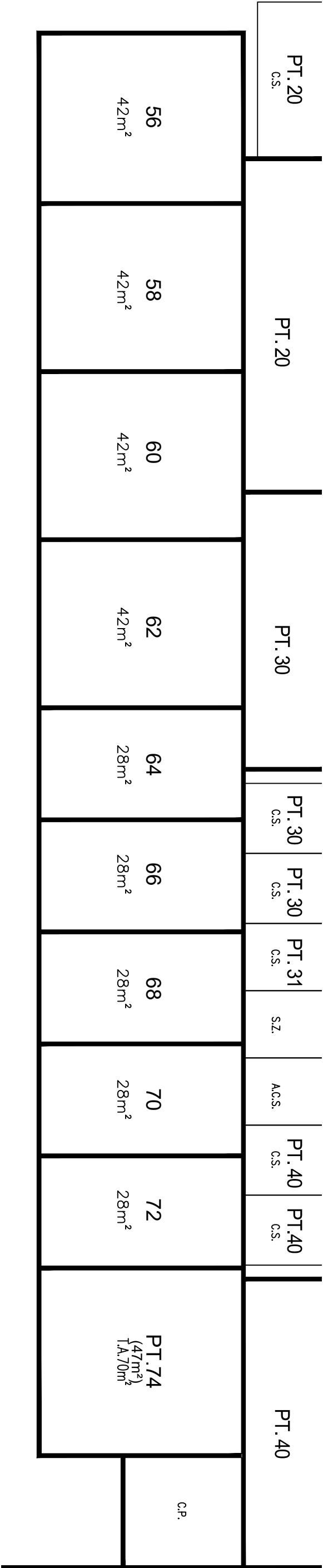
Locality : CUMBERLAND

Reduction Ratio 1:500

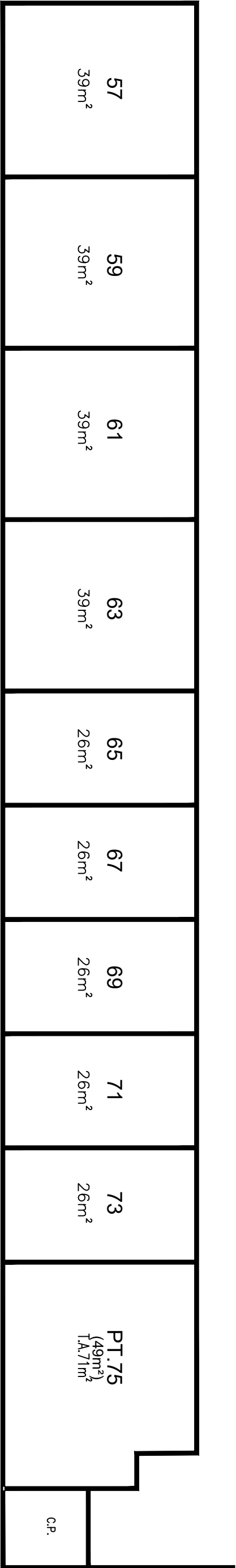
Lengths are in metres.

Registered

SP107861



COMMON PROPERTY



PART GROUND LEVEL

A.C.S. - ACCESSIBLE CAR SPACE (COMMON PROPERTY)  
C.P. - DENOTES COMMON PROPERTY  
C.S. - DENOTES CAR SPACE  
S.Z. - SHARED ZONE (COMMON PROPERTY)  
T.A. - TOTAL AREA

PLANS USED: A1201 REV L DATED 19/04/2024  
DATE RECEIVED: 19/04/2024

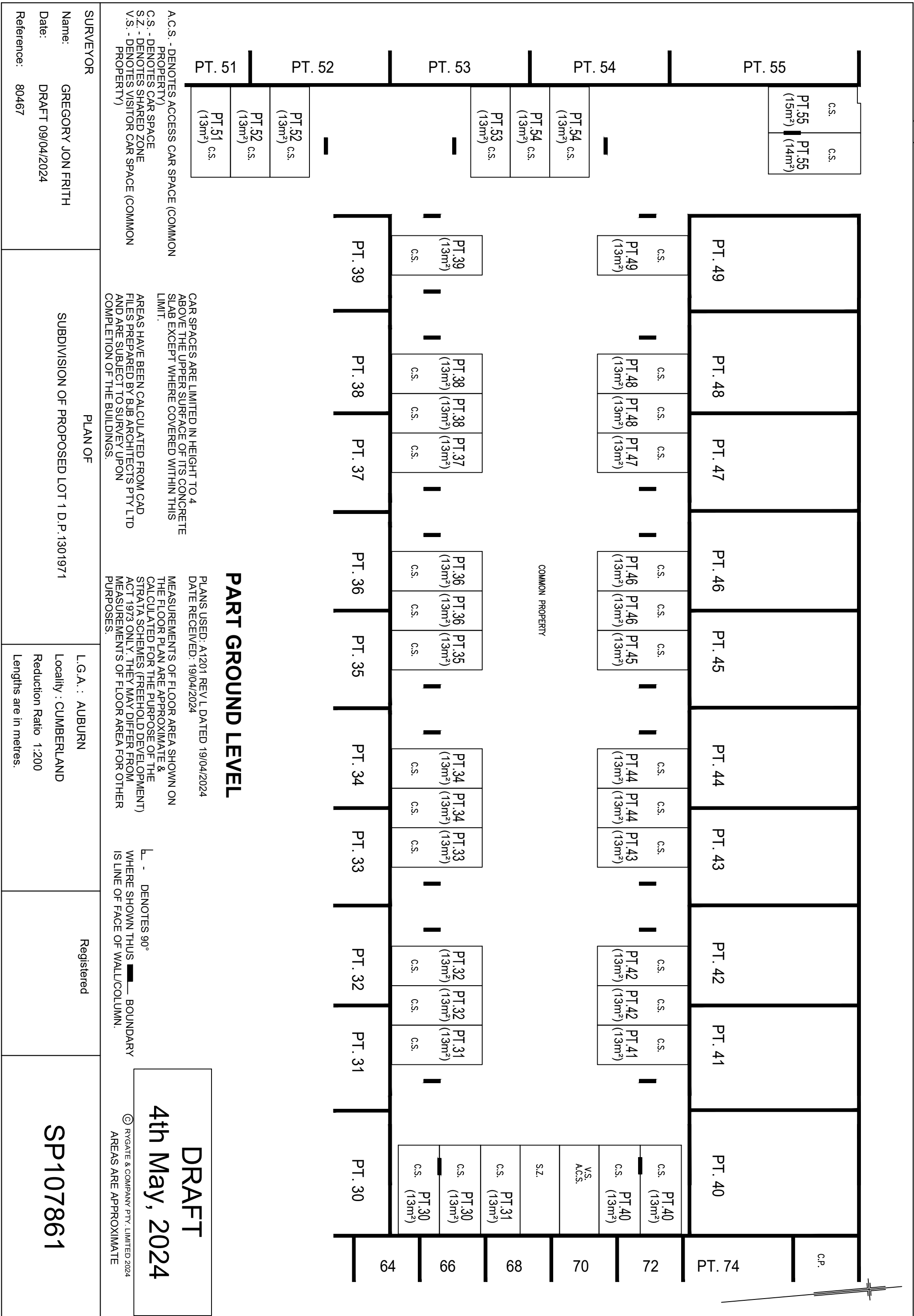
MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE & CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES.

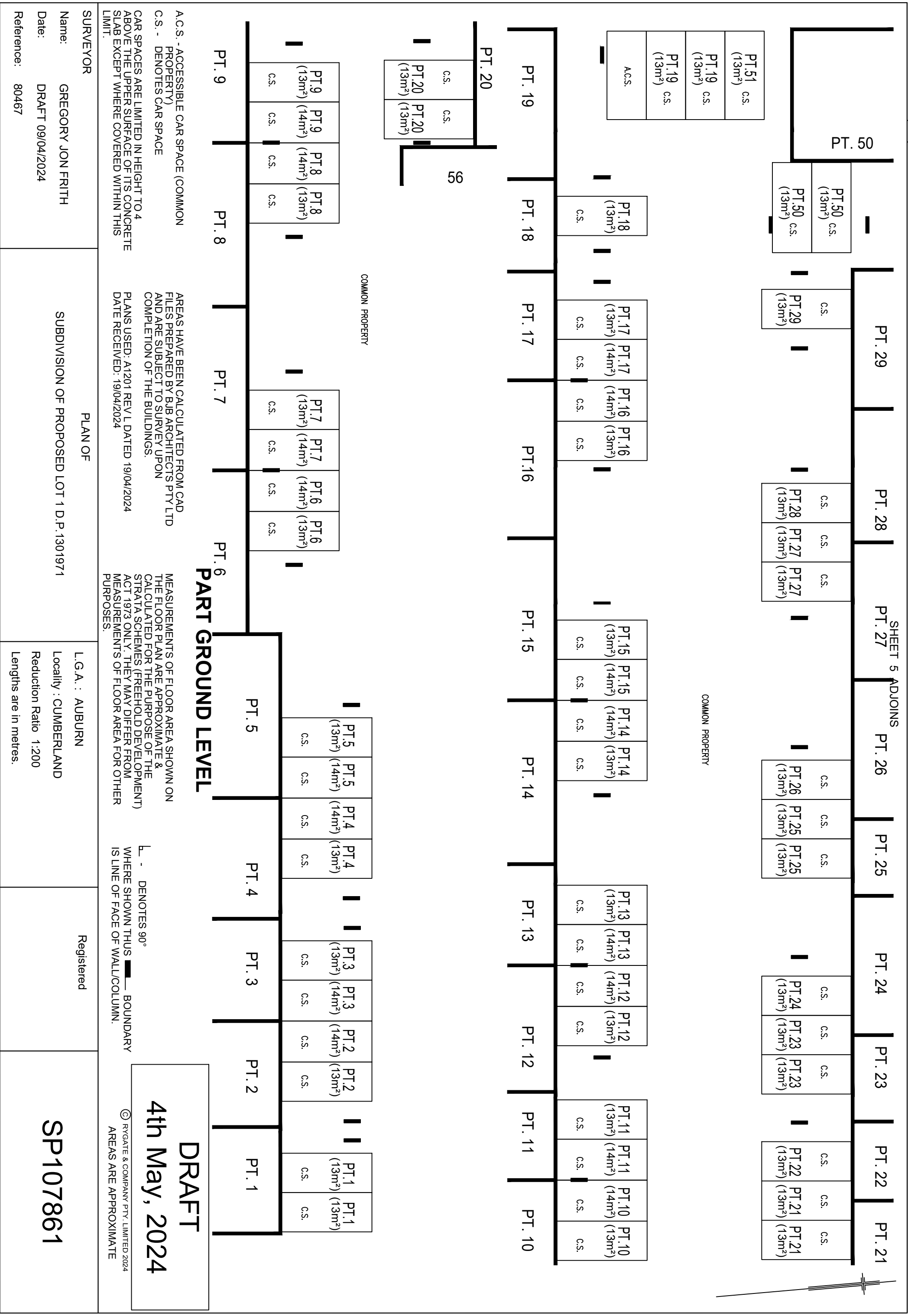
DRAFT

4th May, 2024

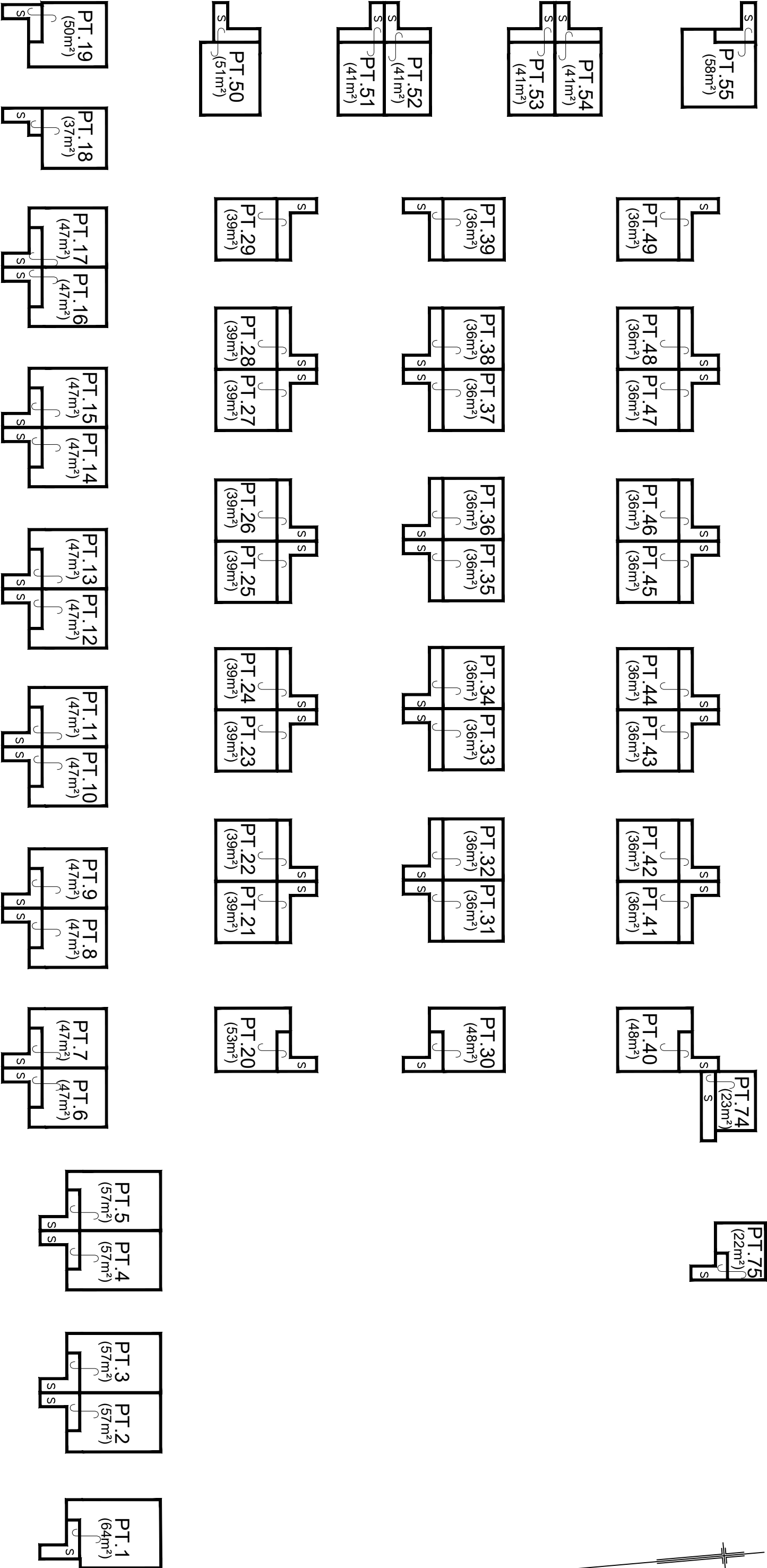
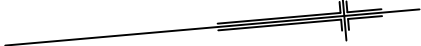
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AREAS ARE APPROXIMATE

SURVEYOR	PLAN OF	L.G.A. : AUBURN	Registered	
Name: GREGORY JON FRITH	SUBDIVISION OF PROPOSED LOT 1 D.P. 1301971	Locality : CUMBERLAND		SP107861
Date: DRAFT 09/04/2024		Reduction Ratio 1:150		
Reference: 80467		Lengths are in metres.		









MEZZANINE LEVEL

S - DENOTES STAIRS

AREAS HAVE BEEN CALCULATED FROM CAD FILES PREPARED BY BAB ARCHITECTS PTY LTD AND ARE SUBJECT TO SURVEY UPON COMPLETION OF THE BUILDINGS.

PLANS USED: A1202 REV L DATED 19/04/2024  
DATE RECEIVED: 19/04/2024

MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE & CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES.

**DRAFT**  
**4th May, 2024**  
© RYGATE & COMPANY PTY. LIMITED 2024  
AREAS ARE APPROXIMATE

SURVEYOR	PLAN OF	Registered	
Name: GREGORY JON FRITH	SUBDIVISION OF PROPOSED LOT 1 D.P. 1301971		
Date: DRAFT 09/04/2024			
Reference: 80467			
	L.G.A. : AUBURN Locality : CUMBERLAND Reduction Ratio 1:250 Lengths are in metres.		

SP107861

SP FORM 3_Digital (2021)		Strata Plan Administration Sheet		Sheet 1 of 4	
OFFICE USE ONLY		<div>Registered</div> <div>SP107861</div>			
Plan of Subdivision of lot 1 in DP1301971		LGA CUMBERLAND LOCALITY AUBURN PARISH LIBERTY PLAINS COUNTY CUMBERLAND			
This is a <b>freehold</b> Strata Scheme					
Address for Service of Documents <b>323 Chisholm Road, Auburn, 2144, NSW</b>  Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: The strata by-laws are lodged with the plan.			
<b>Surveyor's Certificate</b> I, Gregory Frith of Rygate and Company Pty Limited, being a land surveyor registered under the Surveying and Spatial Information Act 2002, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the Strata Schemes Development Act 2015 has been met.  The building encroaches on: c) does not encroach  Signature <div></div> Surveyor Identification No. <div>SU001066</div> Surveyor's Reference <div>80467</div>		<b>Strata Certificate</b> I, <div></div> being a Registered Certifier, registration number <div></div> certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section 58 Strata Schemes Development Act 2015. *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ <div></div> will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015.  Certificate Reference <div></div> Relevant Planning Approval No. <div></div> Issued by <div></div>  Signature <div></div> Date <div></div> * Strike through if inapplicable ^ Insert lot number of proposed utility lots			

SP FORM 3_Digital (2021)		Strata Plan Administration Sheet		Sheet 2 of 4					
OFFICE USE ONLY		Registered							
		SP107861							
Valuer's Certificate									
I, * of being a qualified valuer, as defined in the Schemes Development Act 2015 by virtue of having membership with:									
Professional Body:									
Class of Membership:									
Membership Number:									
certify that the unit entitlements shown in the schedule herewith were apportioned on (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015.									
Signature		Date							
* Full name, valuer company name or company address									
Schedule of Unit Entitlement (U.E)									
LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E	LOT	U.E
1	0	16	0	31	0	46	0	61	0
2	0	17	0	32	0	47	0	62	0
3	0	18	0	33	0	48	0	63	0
4	0	19	0	34	0	49	0	64	0
5	0	20	0	35	0	50	0	65	0
6	0	21	0	36	0	51	0	66	0
7	0	22	0	37	0	52	0	67	0
8	0	23	0	38	0	53	0	68	0
9	0	24	0	39	0	54	0	69	0
10	0	25	0	40	0	55	0	70	0
11	0	26	0	41	0	56	0	71	0
12	0	27	0	42	0	57	0	72	0
13	0	28	0	43	0	58	0	73	0
14	0	29	0	44	0	59	0	74	0
15	0	30	0	45	0	60	0	75	0
Aggregate:						0			
Surveyor's Reference						80467			

SP FORM 3_Digital (2021)	Strata Plan Administration Sheet	Sheet 3 of 4												
Registered	OFFICE USE ONLY	SP107861												
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>A schedule of street addresses</li><li>Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>Signatures and seals – see section 22 Strata Schemes Development Act 2015</li></ul>														
<p><b>STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE.</b></p> <p>Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified</p> <p>Company Name:</p> <div></div> <p>Company ACN or ABN:</p> <div></div> <p>Authority:</p> <div>Section 127 Corporations Act 2001</div> <table><tr><td>Signature:</td><td>Signature:</td></tr><tr><td><div></div></td><td><div></div></td></tr><tr><td>Name:</td><td>Name:</td></tr><tr><td><div></div></td><td><div></div></td></tr><tr><td>Position:</td><td>Position:</td></tr><tr><td><div></div></td><td><div></div></td></tr></table>			Signature:	Signature:	<div></div>	<div></div>	Name:	Name:	<div></div>	<div></div>	Position:	Position:	<div></div>	<div></div>
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Surveyor's Reference 80467														

SP FORM 3_Digital (2021)	Strata Plan Administration Sheet	Sheet 4 of 4
Registered	OFFICE USE ONLY	SP107861
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>A schedule of street addresses</li><li>Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>Signatures and seals - see section 22 Strata Schemes Development Act 2015</li></ul>		
<div>DRAFT</div>		
Surveyor's Reference 80467		

## **Annexure B      Draft Strata By-Laws**

Approved Form 7	Strata Plan By-laws	Sheet 1 of 35 sheets
Registered:	Office Use Only	Office Use Only

Instrument setting out the details of by-laws to be created upon registration of a strata plan

**Strata By-Laws**  
**323 Chisholm Road Auburn**  
**SP####**

Approved Form 7	Strata Plan By-laws	Sheet 2 of 35 sheets
Registered:	Office Use Only	Office Use Only

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Approved Form 7	Strata Plan By-laws	Sheet 4 of 35 sheets
Registered:	Office Use Only	Office Use Only

## **By-Laws - 323 Chisholm Road Auburn**

### **1. About the by-laws**

#### **1.1 Purpose of the by-laws**

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot.

#### **1.2 Who must comply with the by-laws?**

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

### **2. Common Property Rights By-Laws**

#### **2.1 Purpose of the Common Property Rights By-Laws**

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Law makes Owners responsible for the Common Property which they exclusively use or have the benefit of.

#### **2.2 Interpreting this by-law**

In this by-law, "you" means an Owner who has the benefit of an Common Property Rights By-Law.

#### **2.3 How to change an Common Property Rights By-Law**

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits from an Common Property Rights By-Law.

#### **2.4 Occupiers may exercise rights**

You may allow another Owner or an Occupier to exercise your rights under an Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

#### **2.5 Regular accounts for your costs**

If you are required under an Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

Approved Form 7	Strata Plan By-laws	Sheet 5 of 35 sheets
Registered:	Office Use Only	Office Use Only

- (a) include those amounts in notices for your administrative fund or capital works fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

## 2.6 Repairing damage

You must repair damage you cause (or someone acting on your behalf causes) to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under an Common Property Rights By-Law.

## 2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Common Property Rights By-Law.

## 2.8 Additional insurances

In addition to your obligations under by-law 19 (Insurance premiums), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under an Common Property Rights By-Law.

# 3. Your behaviour

## 3.1 Your general obligations

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or
- (c) smoke cigarettes, cigars or pipes or use electronic cigarettes, personal vaporisers or electronic nicotine delivery systems while you are on Common Property or allow smoke or vapour from them to enter Common Property; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in the Building which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or the Building.

## 3.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot; and

Approved Form 7	Strata Plan By-laws	Sheet 6 of 35 sheets
Registered:	Office Use Only	Office Use Only

- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under an Common Property Rights By-Law.

The laws with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

#### **4. You are responsible for others**

##### **4.1 Your obligations**

- (a) You must:
  - (i) take all reasonable actions to ensure your visitors comply with the by-laws; and
  - (ii) make your visitors leave the Building if they do not comply with the by-laws; and
  - (iii) take reasonable care about who you invite into the Building; and
  - (iv) accompany your visitors at all times, except when they are entering or leaving the Building.
- (b) You must not allow another person to do anything which you cannot do under the by-laws.

##### **4.2 Requirements if you lease your Lot**

If you lease or licence your Lot, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws;
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Building; and
- (d) act promptly to comply with any reasonable notice you receive from the Owners Corporation, the Strata Committee or the Strata Manager about your tenant or licensee.

#### **5. Use of your Lot**

##### **5.1 Prohibited uses**

You must not use your Lot or the Common Property for:

- (a) a panel beating workshop;
- (b) a motor vehicle repair workshop;

Approved Form 7	Strata Plan By-laws	Sheet 7 of 35 sheets
Registered:	Office Use Only	Office Use Only

- (c) automotive or vehicle dismantling workshop or premises;
- (d) premises used for the sale of parts which are extracted from second hand vehicles;
- (e) auto wrecking or recycling businesses;
- (f) a motor vehicle or outboard motor mechanic business;
- (g) an auto-electrical workshop;
- (h) repairs to any motors including outboard and lawn mower motors;
- (i) the manufacture or repair of surfboards;
- (j) retail food businesses, including food preparation;
- (k) brothels or the supply of items associated with the sex trade; or
- (l) skateboarding, roller skating or roller blading

## 5.2 Approval for use/construction and fit out

- (a) Unless already permitted by the Development Approval, an Owner or Occupier of a Lot must submit a development application in relation to use of the Lot to the Council and must have such development application approved by the Council prior to occupation of the Lot.
- (b) The Owner or Occupier for the time being of any Lot is entitled at any time to make application to the Council and any other competent authority for consent to specific uses of any Lot, provided that proposed use conforms with these by-laws (**Complying Use**). The Owners Corporation must consent to any development application for a Complying Use and the Owners Corporation and all Owners and Occupiers acknowledge that the Council is the sole consent authority for any application for a Complying Use.
- (c) An Owner or Occupier must at all times use reasonable endeavours during the carrying out of any construction, alteration or fitout works within their Lot so as to minimise disturbance and inconvenience to other Lot Owners and Occupiers.

## 6. Your obligations

### 6.1 General obligations

You must:

- (a) keep your Lot clean and tidy and in good repair and condition;
- (b) take all precautions to keep your Lot free of rodents, vermin, insects, pests, birds and animals including where necessary, the employment of pest exterminators at your own expense; and

Approved Form 7	Strata Plan By-laws	Sheet 8 of 35 sheets
Registered:	Office Use Only	Office Use Only

- (c) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which service your Lot (whether or not you made the installation or alteration); and
- (d) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect its insurance policies or premiums; and
- (e) at your expense, comply with all laws about your Lot, including requirements of Government Agencies.

## 6.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of the Building; or
- (b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or the Building; or
- (c) attach or hang an aerial or wires outside your Lot or the Building.

## 6.3 Doors and windows

Subject to by-law 6.4 (Rights of the Owners Corporation to carry out work), you must clean, maintain and repair all windows and doors of your Lot (even if they are Common Property), including door and window locks and closures, associated with your Lot. However, you do not have to clean the glass in windows or doors that you cannot access safely.

## 6.4 Rights of the Owners Corporation to carry out work

- (a) If you do not maintain and repair the windows and doors of your Lot promptly in a proper and workmanlike manner the Owners Corporation may arrange to do that work at your cost.
- (b) The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Building. If the Owners Corporation resolves to clean glass in your Lot, you are excused from your obligations under by-law 6.3 (Doors and windows) in relation to the cleaning of windows in your Lot for the period the Owners Corporation resolves to clean the glass.

## 6.5 Installations

You must not install in or on your Lot any:

- (a) public address or sound amplifying equipment; or
- (b) security system that will interfere with any security or fire safety equipment installed within the Building.

Approved Form 7	Strata Plan By-laws	Sheet 9 of 35 sheets
Registered:	Office Use Only	Office Use Only

## 6.6 Common Property areas

- (a) You must not litter Common Property or place or store anything on Common Property without the consent of the Owners Corporation.
- (b) You must not use water taps or hoses located on Common Property to wash vehicles or other personal property.

## 6.7 Rights of the Owners Corporation to access Lots

You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Lot to enable the Owners Corporation to perform its obligations and exercise its rights. Except in an emergency, the Owners Corporation must give you reasonable notice of the required access.

## 6.8 Children

You must not permit children to play on Common Property or to be unsupervised by an adult when they are on Common Property.

## 6.9 Storage of flammable material

You must not store any chemical, liquid, gas, flammable material on your Lot unless it is to be used in the lawful, permitted use of your Lot.

## 6.10 Drying your laundry

You must not hang laundry, towels, rugs, bedding or other articles on any part of your Lot that is visible from outside your Lot.

## 6.11 Devices or equipment

You must not operate any device or electronic equipment on your Lot which interferes with any domestic or office appliance lawfully used in the Building or another Lot.

## 6.12 Emissions

- (a) The use of your Lot must not give rise to the emission of gases, vapours, dusts or other impurities which are a nuisance, injurious or prejudicial to health.
- (b) Gaseous emissions from a Lot must comply with the requirements of the Protection of the *Environment Operations Act 1997* (NSW) and any relevant regulations and uses that produce airborne particulate matter must incorporate a dust collection system.

## 6.13 Keeping an animal

Subject to section 139 of the Management Act, you must not, without the prior written consent of the Owners Corporation, keep any animal in your Lot or on Common Property.

Approved Form 7	Strata Plan By-laws	Sheet 10 of 35 sheets
Registered:	Office Use Only	Office Use Only

#### **6.14 Use of electrical facilities**

- (c) You must make your own enquiries about the electricity requirements for your Lot.
- (d) You must not overload the electrical facilities provided to your Lot. If you cause overloading to occur you are responsible for all costs associated with repairs to your Lot and the Building.

#### **6.15 Prevention of hazards**

You must not do anything on your Lot or the Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

### **7. Erecting a sign - Industrial Lots only**

#### **7.1 Your obligations**

- (a) You must not erect a sign, which includes, without limitation, any A-frame signs or "For Sale" or "For Lease" signs on the Common Property without the consent of the Strata Committee.
- (b) The Strata Committee may impose conditions on its consent.
- (c) The Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs on Common Property or in a Lot that you do not own.

#### **7.2 Lot signage**

You may display signage on the exterior entrance door or window adjacent to the entrance to your Lot and you are entitled to common property rights of that part of the Common Property for the installation of signage connected with the business conducted within your lot (**Lot Signage**).

#### **7.3 Council approval**

You must obtain all necessary consents or approvals from Council or any other relevant statutory authority in relation to any signage the subject of this by-law before displaying or installing that sign and provide the Strata Committee with a copy of all such consents and approvals.

#### **7.4 Strata Committee directions**

- (a) To ensure consistency of approach and to preserve the design integrity of the Building, the Strata Committee may specify strict requirements about the type, shape, size and location of signage and the duration for which the sign may be erected.
- (b) The Strata Committee may require you to take down any sign that is unauthorised or does not comply with this by-law or any other condition imposed by the Strata Committee.



Approved Form 7	Strata Plan By-laws	Sheet 11 of 35 sheets
Registered:	Office Use Only	Office Use Only

- (c) You must repair any damage to the Building caused by the erection or removal of your sign.
- (d) Your sign must be installed in a competent and proper manner and must have, in the opinion of the Strata Committee, an appearance after it has been installed, in keeping with the appearance of the rest of the Building.
- (e) You must keep you sign clean, safe and in good repair.
- (f) You must pay for all costs relating to the installation, maintenance, repair and removal of your sign.
- (g) You must not, without the consent of the Strata Committee, erect any other advertising or signs on or within the Building that may be viewed from the Common Property or outside the Building. This restriction includes, without limitation, any A frame signs placed anywhere about the Lot or Common Property or any signs that advertise that a lot is for sale or available for lease.

## 7.5 Directory Board

- (a) You must list the name of the business conducted within your Lot on the directory board provided in the ground floor Common Property (**Directory Board**) and promptly advise the Strata Committee of any change to the details.
- (b) The Owners Corporation will update the Directory Board at your cost.
- (c) The Strata Committee has the power to set standards for the style and use of the Directory Board and you must comply with those standards

## 7.6 Storage Lots

No signage rights are available to Owners or Occupiers of Storage Lots.

## 8. Plant and equipment

### 8.1 Installation of plant and equipment

- (a) Where any plant and equipment operated within your Lot is required to be installed, you have exclusive use of so much of the Common Property as is necessary for the proper and safe installation of the relevant plant and equipment.
- (b) You must ensure that any installation is done in accordance with manufacturer's/suppliers' instructions and in accordance with any relevant Australian Standard or occupational work, health and safety requirements.
- (c) You are solely responsible for making good all Common Property on removal of any plant and equipment.

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## 8.2 Heavy machinery or racking

You must not install heavy machinery or racking in your Lot unless an appropriately qualified structural engineer has first provided evidence to the reasonable satisfaction of the Strata Committee that:

- (a) the installation's weight is supported across a sufficient area;
- (b) the Building structure is capable of carrying the live and dead loads of proposed machinery, plant or equipment as well as any live and dead loads that may be imposed as a result of the installation process; and
- (c) the installation will be installed under the direction of a qualified structural engineer.

## 8.3 Noise

You must ensure that all plant and equipment stored or operated within your lot is installed, maintained and operated in such a manner as to ensure that any noise emanating from your lot complies with any standards which:

- (a) are specified from time to time by the Council and/or the Environment Protection Authority or equivalent, and
- (b) may otherwise be required pursuant to the noise control legislation.

## 9. Moving and delivering

### 9.1 Large items

You must only move large articles through the Common Property in accordance with the requirements and Rules of the Owners Corporation.

### 9.2 Damage

You must immediately notify the Strata Manager of any damage you (or the person making the delivery) cause to Common Property and make good any such damage at your cost.

## 10. How to dispose of your garbage

### 10.1 General requirements

Subject to the by-laws, you must not deposit or leave garbage or recyclable materials on Common Property or in an area of your Lot which is visible from outside your Lot.

### 10.2 Your obligations

- (a) You must:
  - (i) dispose of your non-recyclable garbage according to instructions from the Owners Corporation and Council;

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- (ii) leave your bulky garbage and recyclable materials in the area designated by the Owners Corporation;
- (iii) recycle your garbage according to instructions from the Owners Corporation and Council; and
- (iv) at your cost, arrange for your large articles of garbage, recyclable materials or liquids that are poisonous, dangerous to the environment or do not fit in designated garbage receptacles to be removed from the Building

### 10.3 Cleaning up spills

You must promptly remove anything that you or the garbage or recycling collector may have spilled in the area of your Lot or any receptacles used by you and clean the area where the spill occurred.

### 10.4 Council requirements

- (a) You must:
  - (i) comply with the Council's requirements for the storage, handling and collection of garbage, waste and recyclable material; and
  - (ii) notify the Council of any loss of, or damage to, receptacles provided by the Council for garbage, recyclable material or waste.
- (b) The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the Council's requirements.

### 10.5 Damage to other people or property

You are liable for any damage caused to any other person or property following a breach of this by-law.

## 11. Environmental Management Plan

The Owners Corporation, Owners and Occupiers must comply with all requirements set out in the Environmental Management Plan, if required.

## 12. Carrying out Building Works

- (a) An Owner or Occupier must comply with the requirements of the Environmental Management Plan (including any relevant site audit statement) registered on title to the Common Property.
- (b) Subject to the by-laws, you must have consent from the Owners Corporation to carry out building works.
- (c) An application for consent from the Owners Corporation must be provided not less than 14 days before you intend to commence your building works and that

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application must describe the proposed building works in sufficient detail for the Owners Corporation to ascertain:

- (i) the estimated time period for carrying out the building works;
- (ii) the nature and extent of the building works; and
- (iii) whether any Common Property will be affected.
- (d) You must use reasonable endeavours not to disturb or inconvenience other Lot Owners and Occupiers while carrying out building works.
- (e) You must obtain all necessary consents or approvals from Council or any other relevant statutory authority in relation to your building works before commencing the building works and provide the Owners Corporation with a copy of all such consents and approvals.
- (f) You must carry out all building works in accordance with any conditions imposed by the Owners Corporation, Council or any other relevant statutory authority and the Environmental Management Plan.
- (g) before carrying out any work, satisfy the Owners Corporation that the works will not adversely affect the fire engineered solution for or the fire safety of the Lot and that the works will include all necessary works to ensure the ongoing compliance of the Lot with the fire engineered solution and all other fire safety requirements of the Lot;

### 13. Penetrations to Common Property

- (a) No penetrations to any slab, wall or other Common Property structure , may be made without the permission of the Owners Corporation and of all relevant Government Agencies.
- (b) If permission is granted pursuant to by-law 14(a), the Owners Corporation may require a review by a suitably qualified structural engineer to ensure, in particular, that the Common Property will not be compromised by the penetration. Any such review will be at the cost of the Owner.
- (c) If any penetration is permitted, then the Owner effecting the penetration will be responsible for reinstating the Common Property at any time when the penetration is no longer required, and that Owner will be responsible for effecting all works in closing up the penetration in accordance with the requirements of all relevant authorities.
- (d) Any Owner effecting a penetration as contemplated by this by-law must maintain, repair and have serviced the Common Property area with respect to the penetration at its cost and expense.
- (e) When closing up any penetration, the Owner shall ensure that all fire rating specifications and requirements of all relevant statutory authorities are adhered to and met at the Owner's cost.

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- (f) Any Owner effecting a penetration as contemplated by this by-law indemnifies the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

## **14. Inter-Lot Walls**

### **14.1 When you may alter or remove an Inter-Lot Wall**

Subject to this by-law, you may alter or remove an Inter-Lot Wall if:

- (a) you own the Lots separated by the Inter-Lot Wall or you have the consent of the Owner of the adjoining Lot; and
- (b) it is not a structural wall; and
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Lot Wall.

### **14.2 What consents are necessary?**

Owner and Occupier do not need consent from the Owners Corporation to alter or remove an Inter-Lot Wall provided that you comply with the requirements of by-law 15.1 (When you may alter or remove an Inter-Lot Wall). However, you must obtain all necessary consents from Council and Government Agencies before you alter or remove an Inter-Lot Wall.

### **14.3 What are the conditions for carrying out the work?**

It is a condition of you altering or removing an Inter-Lot Wall that you:

- (a) before carrying out any work, satisfy the Owners Corporation that the works will not adversely affect the fire engineered solution for or the fire safety of the Lot and that the works will include all necessary works to ensure the ongoing compliance of the Lot with the fire engineered solution and all other fire safety requirements of the Lot;
- (b) before carrying out any work, give the Owners Corporation evidence that you or your contractor have all usual insurances in relation to the performance of the works including public liability insurance for an amount of \$20,000.000 or other amount acceptable to the Owners Corporation;
- (c) carry out the work in a way that does not at any time compromise the fire safety of the Lot;

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- (d) on completion of the works provide the Owners Corporation with certification from an appropriately qualified consultant, in a form acceptable to the Owners Corporation (acting reasonably), that the works as completed have not adversely affected the fire engineered solution for or the fire safety of the Lot;
- (e) carry out the work in the method certified by the structural engineer under by-law 15.1 (When you may alter or remove an Inter-Lot Wall); and
- (f) if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General; and
- (g) comply with all by-laws that relate to building works ; and
- (h) you comply with all necessary Government Agencies consents; and
- (i) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Lot Wall; and
- (j) you and the Owner of the adjoining Lot will have joint exclusive use of the Common Property space that was occupied by the removed Inter-Lot Wall and you acknowledge joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space; and
- (k) when you no longer own both of the adjoining Lots:
  - (i) the Inter-Lot Wall must be reinstated; and
  - (ii) the reinstatement must be to the satisfaction of the Owners Corporation and in accordance with these by-laws; and
  - (iii) the exclusive use rights and your associated obligations will cease

## 15. Damage to Common Property

### 15.1 Your obligations

- (a) Subject to the by-laws, you must:
  - (i) use Common Property equipment only for its intended purpose; and
  - (ii) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
  - (iii) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work in the Building on your behalf.
- (b) Subject to the by-laws, you must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.
- (c) An approval given by the Owners Corporation under by-law 16.1 cannot authorise any additions to the Common Property.

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## 15.2 Locking devices

- (a) By-law 16.1(b) does not prevent you from installing any locking or other safety device for protection of your Lot against intruders, provided that such structure or device complies with the relevant fire safety standards or code and you provide the Owners Corporation, with a report signed by a qualified fire safety expert or other appropriately qualified person demonstrating that the structure or device complies with the relevant fire safety standards or code.
- (b) Any such locking or safety device must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- (c) Despite section 106 of the Management Act, you must:
  - (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in 16.2(a) that forms part of the Common Property and that services your Lot; and
  - (ii) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device referred to in by-law 16.2(a) that forms part of the Common Property and that services your Lot.
- (d) The Owners Corporation may delegate any powers of approval under this by-law to the Strata Committee.

## 15.3 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property; or
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

## 15.4 Graffiti

The Strata Committee must ensure that any graffiti on the Building is promptly cleaned and, where necessary, painted over.

## 16. Services

### 16.1 Access to conduits and pipes

Owners or Occupiers having conduits or piping running through their Lots for the benefit of other Lots must not unreasonably restrict access for the purposes of inspection, maintenance or upgrades.

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## 16.2 Make good damage

If you, your agents or invitees damage any conduit or pipe that runs through your Lot for the benefit of another Lot, you must pay the cost of making good that damage. Damage to any Owner's conduits or piping in another Owner's Lot and caused by that Owner, his occupiers, agents or invitees will be repaired at the expense of that Owner, even if the conduit or piping is not in their favour.

## 17. Essential fire systems

- (a) You must not do anything in your Lot or the Building that:
  - (i) may interfere with or activate the fire detection system for the Building; or
  - (ii) causes any item or thing to be located within 500mm below the sprinkler heads of any sprinkler system forming part of the fire detection system for the Building. .
- (b) If you cause a false fire alarm any charges incurred by the Owners Corporation will be recoverable from you.
- (c) During building, fitout or other works/activities where dust or smoke may be emitted that triggers the fire detection system you must:
  - (i) engage the Owners Corporation's fire services contractor to isolate the fire detection system in the area where works will be undertaken and de-isolate the fire detection system at the end of each period when works/activities cease; and
  - (ii) provide appropriate notifications to the Strata Manager and other authorities concerning the impairment of the fire detection system.

## 18. Insurance premiums

### 18.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy affected by the Owners Corporation.

### 18.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

### 18.3 Insurances with respect to works

If any works are permitted by the Strata Manager or in accordance with these by-laws, the Owner must first ensure that its public liability insurances extend to cover those works and any activities on the Common Property, and that the contractor carrying out any such



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works has appropriate contractors all risk insurances with respect to the works being undertaken by that contractor on behalf of the Owner.

## **19. Security Keys**

### **19.1 Providing Owners and Occupiers with Security Keys**

- (a) Subject to this by-law, the Owners Corporation must give you a Security Key if it restricts access to the Building or parts of the Building by means of a Security Key.
- (b) The Security Keys provide under this by-law need only provide access to those parts of the Building which you are entitled to access.

### **19.2 Fees for additional Security Keys**

The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

### **19.3 Who do Security Keys belong to?**

Security Keys belong to the Owners Corporation.

### **19.4 Managing the Security Key system**

The Owners Corporation has the power to:

- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

### **19.5 Your obligations You must:**

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys; and
- (b) take all reasonable steps not to lose Security Keys; and
- (c) return Security Keys to the Owners Corporation if you do not need them or if you are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if you lose a Security Key.

### **19.6 Some prohibitions**

You must not:

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- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

### **19.7 Procedures if you lease your Lot**

If you lease or licence your Lot, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy a Lot.

## **20. Vehicles and parking**

### **20.1 Vehicles**

- (a) You must not park or stand any motor or other vehicle on Common Property except with the written approval of the Owners Corporation. Without limitation, this includes any Common Property parking spaces and service areas.
- (b) The Owners Corporation may delegate the granting of consent under by-law 21.1(a) to the Strata Committee.
- (c) Vehicles parked on Common Property without consent may be clamped or removed by direction of the Strata Manager or the Strata Committee, which may charge the offending Owner or Occupier for any associated cost or damage caused and to recover this cost as a debt. At the date of registration of these by-laws that cost will be the higher of \$500 plus GST or the actual cost incurred. The Strata Committee has the power to change this amount in the Rules.

### **20.2 Controlling traffic and parking on Common Property**

In addition to its powers under the Management Act, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic on Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas including the maximum height, weight and length of vehicles permitted to enter and use part or all of the Common Property;
- (c) install speed humps and other traffic control devices in Common Property;
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving the Building.

### **20.3 Use of car spaces**

- (a) Car spaces, except spaces for service vehicles and loading bays must only be used by occupants of the Building.

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- (b) You must not lease, licence or transfer ownership of your car spaces to any person other than an occupant of the Building.
- (c) All service vehicle docks, access driveways and car spaces must be kept clear of goods at all times and must not be used for storage purposes, including garbage storage, whether temporary or permanent.
- (d) The Strata Committee has authority to remove any item placed in a car space in breach of these by-laws and to charge you for any associated cost or damage caused and to recover that cost as a debt.
- (e) Having regard to by-law 21.3(c) you may install parking space protectors to your car spaces, provided they are located wholly within the boundaries of your Lot and are affixed to the floor slab only (and not to columns or walls). You are solely responsible for making good all Common Property on removal of any parking space protector.

#### **20.4 Bicycle spaces**

- (a) An Owner, Occupier or their invitees:
  - (i) must not park any bicycle on Common Property except in the designated bicycle spaces;
  - (ii) may park a bicycle in a bicycle space for a consecutive period of up to 12 hours at any one time; and
  - (iii) must not park bicycles in a bicycle space that are in a state of disrepair.
- (b) Owners, Occupiers and their invitees who park bicycles on Common Property do so at their own risk.
- (c) The Executive Committee has authority to remove bicycles that remain on Common Property in breach of the provisions of this by-law 21.4.

### **21. Services provided by the Owners Corporation**

#### **21.1 Services**

- (a) The Owners Corporation may by resolution determine to enter into arrangements for the supply of amenities or services to one or more Lots including:
  - (i) electricity, water or gas supply;
  - (ii) air conditioning condenser water;
  - (iii) window cleaning;
  - (iv) garbage disposal and recycling services;
  - (v) telecommunication services; and

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(vi) security services.

(vii) landscaping and garden maintenance.

- (b) If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

## **21.2 Agreements with third parties**

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

## **21.3 Agreements with Owners and Occupiers**

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law.

## **22. Agreement for supply of electricity**

### **22.1 Power to enter into agreement**

The Owners Corporation has the power to appoint and enter into agreements with an electricity supplier for the installation of an embedded electrical system, or other network, in the Building for the supply of electricity to Lots and Common Property.

### **22.2 Initial Period**

The Owners Corporation may enter into agreements with the electricity supplier during the Initial Period.

### **22.3 Delegation of functions**

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an electricity supplier.

### **22.4 Agreement during the Initial Period**

If the Owners Corporation (in its own right) enters into an agreement with an electricity supplier during the Initial Period:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law); and
- (b) the Owners Corporation may agree to pay the electricity supplier a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the electricity supplier that will be payable if the electricity supplier is not appointed by the Owners Corporation at the first annual general meeting.

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## 22.5 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with an electricity supplier after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the pricing of the electricity supplied under the agreement may be as agreed by the Owners Corporation.

## 22.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an electricity supplier must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the electricity supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of Owners and Occupiers to opt out of purchasing electricity from the electricity supplier and the process for opting out.

## 22.7 Agreement to manage Embedded Network

- (a) The Owners Corporation has the power to appoint a network manager (**Network Manager**) to manage the operation of the electricity network including obligations in relation to compliance, billing, debt recovery and customer enquiries.
- (b) The Owners Corporation may enter into agreements with the Network Manager during the Initial Period.
- (c) The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Network Manager.
- (d) If the Owners Corporation (in its own right) enters into an agreement with a Network Manager during the Initial Period:
  - (i) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law); and
  - (ii) the Owners Corporation may agree to pay the Network Manager a market related fee for performing the duties under the agreement.
- (e) If the Owners Corporation (in its own right) enters into an agreement with a Network Manager after the Initial Period:
  - (i) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and

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(ii) the fee payable under the agreement may be as agreed by the Owners Corporation.

(f) An agreement between the Owners Corporation (in its own right) and a Network Manager must have provisions about the rights of the Owners Corporation to terminate the agreement early if the Network Manager does not properly perform its functions or comply with its obligations under the agreement.

## 23. Service agreements

- (a) The Developer may enter into service agreements for the provision of services and/or maintenance and repair of plant and equipment within the Building, whether it does so as a requirement of the Council or for the good order and management of the Building.
- (b) The Owners Corporation must accept an assignment or novation of any such service agreement and must maintain appropriate service agreements throughout the life of the Building.
- (c) The cost of any service agreement is payable by all Owners whose Lot receives the benefit of any service contract in the proportion that the unit entitlement of the Lot bears to the total unit entitlement of all Lots that receive the benefit.

## 24. Exclusive use of Air Conditioning Systems

### 24.1 Common Property Rights By-Law

This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot. By-law 2 (Common Property Rights By-Laws) applies to this Common Property Rights By-Law.

### 24.2 Exclusive use rights

- (a) Any Owner of a Lot that has any part of its Air Conditioning System located on Common Property has exclusive use of that part of the Air Conditioning System that exclusively services their Lot.
- (b) Any Owners of Lots that are serviced by a condenser unit will have joint exclusive use of the condenser unit that services their Lots.

### 24.3 Interpreting this by-law

In this Common Property Rights By-Law, “**you**” means the Owner of a Lot.

### 24.4 What are your obligations?

- (a) You must, at your cost, operate, maintain, repair and, where necessary, replace the Air Conditioning System which exclusively services your Lot:

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- (i) in a proper and safe manner at all times; and
- (ii) according to the requirements of Government Agencies about air conditioning services; and
- (iii) using contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning System which exclusively services your Lot.
- (b) The cost of operating, maintaining, repairing and replacing shared condenser units will be paid for by the Owners in shares proportional to the unit entitlement of their Lot in relation to the total of the unit entitlements for all the Lots that have exclusive use of that condenser unit.
- (c) You are responsible for insuring the Air Conditional System that services your Lot.
- (d) You indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

#### **24.5 Paying for air conditioning services**

If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Air Conditioning System, you must pay those costs on demand. The Owners Corporation may include these costs in your next administrative fund or capital works fund contributions.

#### **24.6 Additional Air Conditioning Systems**

- (a) You may not install additional Air Conditioning systems which require the location of new condensers or other equipment on the roof or other areas of the Building until you:
  - (i) satisfy the Owners Corporation that it will not impact the external visual appearance of the Building;
  - (ii) obtain the written approval of the Owners Corporation to the installation and the exclusive use of the Common Property involved;
  - (iii) obtain any necessary approval from the Council or other competent authority;
  - (iv) arrange for the installation of all arrestor systems in accordance with any relevant Australian Standard; and
- (b) Within 14 days of completion of installation, you must provide documentary evidence to the reasonable satisfaction of the Owners Corporation that the plant and equipment has been installed in accordance with manufacturer's instructions and any relevant Australian Standard.

### **25. Storage Lots - Mezzanine Level**

- (a) This is a Common Property Rights by-law.

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- (b) Each Owner for the time being of a Storage Lot has the special privilege and right to install a mezzanine level within their Storage Lot (**Mezz Level**) and, subject to by-law 26(c) has exclusive use and enjoyment of so much of the Common Property as is necessary to install and affix a Mezz Level.
- (c) The Mezz Level must not be affixed the Common Property boundary walls or otherwise rely on the Common Property boundary walls for support.
- (d) Prior to installation of any Mezz Level the Owner must ensure Common Property service lines and essential services will not be impacted by the Mezz Level including but not limited to electrical services, hydraulic services and fire safety systems.
- (e) Any Mezz Level installed must be installed, maintained, repaired, removed and insured at the sole cost and risk of the Owner and must be constructed in a proper and workmanlike, structurally sound manner and in accordance with the requirements of any relevant authority.
- (f) Any Mezz Level must not be installed within a Storage Lot unless an appropriately qualified structural engineer has first provided evidence to the reasonable satisfaction of the Executive Committee that the live and deadloads likely to be carried by the Mezz Level can be supported by the existing structure. Furthermore any Mezz Level shall be designed in accordance with the appropriate Australian Standard.
- (g) Any Mezz Level with a solid floor will require the addition of fire safety smoke detection devices and following installation certification of required additional essential fire safety measures must be provided to the Owners Corporation.
- (h) Any damage to Common Property caused during installation or removal of any Mezz Level must be promptly made good at the cost of the Owner to the reasonable satisfaction of the strata committee or its appointed expert.
- (i) If the Owner does not comply with any part of this by-law, the Owners Corporation may enter the relevant Storage Lot, make good any works or damage and recover the cost as a debt against the Owner.

## **26. Exclusive use of Roller Doors**

### **26.1 Common Property Rights By-Law**

This is an Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot. By-law 2 (Common Property Rights By-Laws) applies to this Common Property Rights By-Law.

### **26.2 Exclusive use rights**

Any Owner of a Lot that has a roller door affixed to their Lot has exclusive use of the roller door.



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### 26.3 Interpreting this by-law

In this Common Property Rights By-Law, “**you**” means the Owner of a Lot.

### 26.4 What are your obligations?

- (a) You must, at your cost, operate, maintain, repair and, where necessary, replace the roller door:
  - (i) in a proper and safe manner at all times; and
  - (ii) according to the requirements of Government Agencies; and
  - (iii) using contractors approved by the Owners Corporation to maintain, repair and replace the roller door; and
- (b) If it is necessary to replace the roller door to an Industrial Lot it must meet the following minimum specifications:
  - (i) the colour and external appearance to be identical with the colour and external appearance of roller doors throughout the scheme; and
  - (ii) standard industrial grade with minimum height clearance of 4.2m high; and
  - (iii) operated by 3 phase with Grifco Motor or similar; and
  - (iv) where roller doors are 8.0m or wider they shall have wind lock guides; and
  - (v) internal fire compartment (if applicable) the roller doors are required to have magnetic hold open devices wired into the Fire Alarm system with auto descent on activation with warning signs on strobe lights to comply with Building Code of Australia and Australian Standard.
- (c) If it is necessary to replace the roller door for a Storage Lot then it must meet the following minimum specifications:
  - (i) the colour and external appearance to be identical with the colour and external appearance of roller doors throughout the scheme; and
  - (ii) standard industrial grade with minimum height clearance of 3.5m high, chain operated
- (d) You are responsible for insuring the roller door.
- (e) You indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

### 26.5 Paying for roller door

If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your roller door, you must pay those costs on demand. The Owners Corporation may include these costs in your next administrative fund or capital works fund contributions.

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## 27. Grease Traps

Grease Traps are prohibited to be installed in any Lot.

## 28. Loading Docks

- (a) The Owner of an Industrial Unit:
  - (i) must carrying out all loading and unloading operations wholly within the confines of the loading dock;
  - (ii) must not carry out loading and unloading operations between the hours of 10pm and 6am on any day or such other hours specified by the Council or other relevant authority from time to time;
  - (iii) must maintain and repair and keep clean the loading dock;
  - (iv) must reimburse the Owners Corporation for maintenance, repair of or replacement of the loading dock which exclusively services that Industrial Unit which may be carried out by the Owners Corporation;
  - (v) must notify the Owners Corporation of any damage to Common Property or the property of another owner or occupier caused by exercising rights under this by-law and promptly repair such damage to the satisfaction of the strata committee.
  - (vi) accepts that the Owners Corporation has the right to repair the damage referred to in clause 29(a)(iii) and the Owner must reimburse the Owners Corporation for direct and associated costs; and
  - (vii) indemnifies the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.
- (b) Parking space protectors must not be installed in any designated loading dock areas.

## 29. Rules

### 29.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the:

- (a) security and control of the Building;
- (b) use and management of the Building and, in particular, the use of Common Property;
- (c) appearance of Lots;
- (d) appearance of the Building; and
- (e) any other matter determined by the strata committee.

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## **29.2 Changing Rules**

The Owners Corporation may add to or change the Rules at any time.

## **29.3 What are your obligations?**

You must comply with the Rules.

## **29.4 What if a Rule is inconsistent with the by-laws?**

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

## **29.5 Display of Rules**

The Owners Corporation must display any new or amended Rules on the notice board of the Building for at least 7 days or send a copy to you.

## **30. How are consents given?**

### **30.1 Who may give consent?**

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.

### **30.2 Conditions**

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

### **30.3 Can consent be revoked?**

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

## **31. Failure to comply with by-laws**

### **31.1 What can the Owners Corporation do?**

The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

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### 31.2 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

### 31.3 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

## 32. Reimbursement of costs, charges and expenses

- (a) An Owner or Occupier of a lot must pay or reimburse the Owners Corporation on demand for the costs, charges and expenses of the Owners Corporation in connection with the contemplated or actual enforcement, or preservation of any rights under the by-laws in relation to the Owner or Occupier and recovery of contributions that are in arrears.
- (b) The costs, charges and expenses under 32(a) include, without limitation, those expenses incurred in retaining any:
  - (i) independent consultant or other person to evaluate any matter of concern and administration costs in connection with those matters; and
  - (ii) interest on arrears of contributions and any legal or other costs incurred by the Owners Corporation in enforcing or recovering contributions that are in arrears.

## 33. Service of documents, applications and complaints

### 33.1 Service of documents

If you have given the Owners Corporation an e-mail address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that e-mail address. A notice or document served on or delivered to you by e-mail will be deemed to have been received by you 24 hours after the time it is sent as evidenced by the dispatch record generated by the senders computer or other electronic device used to send the e-mail.

### 33.2 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

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## 34. Interpretation

### 34.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

**Air Conditioning Systems** include, without limitation:

- (a) air handling units and equipment;
- (b) cables, conduits, pipes, wires and ducts which are located in a Lot or Common Property that exclusively service the Air conditioning System in a Lot; and

**Building** has the same meaning as it does in the Management Act.

**Common Property** means the common property of the Strata Plan.

**Common Property Rights By-Law** means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3, Part 7 of the Management Act.

**Council** means Georges River Council .

**Developer** means TN Auburn Pty Ltd ACN 670 838 918

**Development Act** means the *Strata Schemes Development Act 2015* (NSW).

**Development Approval** means Council's notice of determination of a development application dated ##### in respect of development application DA-#####, as varied, modified or replaced from time to time.

**Environmental Management Plan** means any environmental management plan prepared in accordance with Chapter 4 of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) for 323 Chisholm Road Auburn a copy of which is held by Council.

**Government Agency** means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

**Industrial Lots** means Lots 1-55 in the Strata Plan and includes any subdivision or consolidation of those lots or any of them.

**Initial Period** has the same meaning as it does in the Management Act. Lot means a lot in the Building.

**Inter Lot Wall** means a Common Property wall between two Lots.

**Lot** means any lot in the Strata Plan.

**Management Act** means the *Strata Schemes Management Act 2015* (NSW). Network Manager has the meaning given to that term in by-law 22.

**Occupier** means the occupier, lessee or licensee of a Lot.

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**Owner** means:

- (a) the owner for the time being of a Lot; and
- (b) if a Lot is subdivided or re-subdivided, the owners for the time being of the new Lots; and
- (c) for a Common Property Rights By-Law, the owner(s) of the Lot(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

**Owners Corporation** means The Owners of the Strata Plan being the Owners Corporation for the Building.

**Registrar-General** means NSW Land Registry Services.

**Rules** mean Rules made by the Owners Corporation according to by-law 30 (**Rules**).

**Security Keys** means a key, magnetic card or other device or information used in the Building to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

**Storage Lots** means Lots 56 - 75 in the Strata Plan and includes any subdivision or consolidation of those lots or any of them.

**Strata Committee** has the same meaning as in the Management Act.

**Strata Plan** means the plan registered in relation to the Building.

**Strata Manager** means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

## 34.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) the word “**you**” means an Owner or Occupier; and
- (c) a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for the Building; and
- (d) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and

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- (f) the word “**person**” includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) the singular includes the plural and vice versa; and
- (i) the words “**include**”, “**including**” “**for example**” or “**such as**” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

### 34.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

### 34.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

### 34.5 Discretion in exercising rights

The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

### 34.6 Partial exercise of rights

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

### 34.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

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Registered Proprietor

Signed by **TN**  
**Auburn Pty Ltd ACN**  
**670 838 918.** under  
s.127(1) of the  
*Corporations Act*  
*2001*

\_\_\_\_\_  
sign

\_\_\_\_\_  
office (director or secretary)

\_\_\_\_\_  
full name

\_\_\_\_\_  
sign

\_\_\_\_\_  
office (director or secretary)

\_\_\_\_\_  
full name



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Mortgagee

Signed by #####

under s.127(1) of the  
*Corporations Act*  
*2001*

sign

sign

office (director or secretary)

office (director or secretary)

full name

full name

**Annexure C      Schedule of Finishes**

**323B Chisholm Rd, Auburn**

**SCHEDULE OF FINISHES – INDUSTRIAL UNITS**

ITEM	DETAIL	SPECIFICATION / COLOUR
Structure		
	Industrial Floor Slab Load Limit	12.5kPa Uniformly Distributed load
	Office Mezzanine Live Load	3.0 kPa Uniformly Distributed load
	Clear Internal height of Warehouse	5.5M minimum
Windows		
	Framing	Aluminium Windows
	Glazing	To National Construction Code (NCC)
Partitions and Walls		
	Entry Door	Solid Core Metal Clad both sides
	Internal Doors	Timber Painted
	Warehouse Walls	Concrete Panel
Finishes		
	Warehouse Floor	Concrete Steel Trowel Finish
	Warehouse Walls	Precast
	Warehouse Ceiling	Exposed Steel Frame with Sarking
Kitchen		
	Joinery	Laminex or similar
	Benchtop	Laminex or similar
	Sink	Single Bowl
	Tap	Chrome Finish Mixer
	300mm High Splashback	Ceramic Tiles
	Power	2 x Double GPOs
	Under Bench Hot Water	Rheem 45L or similar
Painting		
	Interior Plasterboard Walls	White
	Plasterboard Ceilings	White
	Roller Door	Prefinished as specified
	Bathroom walls	White
Electrical		
	Supply to Sub Board	Three Phase 50amps per Phase
	Factory Lighting	Surface Mounted LED High-bay

	Toilet Lighting	LED lights
	Emergency Lighting	To Australian Standard
	Communications	NBN Network Termination device
Security		
	CCTV	Driveway areas
	After Hours Access	Keypad control to estate entry gate
Bathroom	(Accessible)	
	Toilet	Caroma or similar
	Basin	Caroma or similar
	Toilet Roll Holder	Chrome Finish
	Mirror	Above basin
	Floor Tiles	Ceramic
	Shower + Mixer	Chrome Finish
	Coat/Robe Hook	Chrome Finish
	Ceiling	Painted
	Grab Rail	Stainless Steel
	Power	1 x Double GPO
Hi Clearance Roller Door		
	Motorised Roller	Three Phase Power Supply
	Shutter/Heavy Duty Roller Door	Steel with rubber base seal
	Roller Door Clearance	Minimum 4.2m high
Internal Stairs		
	Stair Tread	Metal Stair to National Construction Code (NCC)
	Handrail	Stainless Steel, or; Powdercoated Aluminium
Mezzanine		
	Carpet	Direct Adhesive Carpet Tile
	Ceiling	White Drop-In Ceiling Tile
	Power	4 x Double GPOs
	Air Conditioning	R/C Split System Daikin, Actron or similar
	Lighting	LED Lights
	Wall Finish	Plasterboard with Steel Stud
Additional		
	Fully Landscaped	Common Areas



	Mail Box	Brushed Aluminium
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**323B Chisholm Rd, Auburn**

## **SCHEDULE OF FINISHES – STORAGE UNITS**

<b>ITEM</b>	<b>DETAIL</b>	<b>SPECIFICATION / COLOUR</b>
Structure		
	Storage Ground Floor Slab Load Limit	12.5kPA Uniformly Distributed load
	Internal height (minimum) excluding services or mezzanines	Minimum 5.0m
	Minimum Driveway Clearance	4.5m Minimum
Partitions and Walls		
	Partition Walls (Non-Structural)	Prefinished Metal sandwich Panel
	Partition Walls (Structural)	Unpainted concrete or cement block
	Entry Roller Doors	3.5m clearance
Finishes		
	Exterior Walls	Painted or exposed concrete
	Interior Walls	White or exposed concrete
	Ceiling	Exposed Steel Frame with Sarking
Electrical		
	Storage Lighting	Surface Mounted LED Batten
	Emergency Lighting	To Australian Standard
	Power	1 x Single Phase Double GPO
	Communications	Shared Wi-Fi for Storage Occupants
Security		
	After hours Access	Keypad control at estate entry gate
	CCTV	Entry driveway
	Locking Bolt	Dual Lockable
Door		
	Roller Door	Colourbond or similar
	Roller Door Clearance	Minimum 3.5m



Amenities		
	On Site Amenities	Common Bathroom with Shower
Below items apply to Storage units S56, S57, S58, S59, S60, S61, S62, S63, S74, S75 ONLY		
Large Storage Units Additional items	Pedestrian Entry Door	Solid Timber door painted
	Glazing	To National Construction Code (NCC)
	Water Connection	Capped with Meter at front of unit
	Sewer Connection	Capped at ground level at rear of unit
	Power	Single Phase with DB inside unit
Mezzanine (S74 and S75 only)	Structure	Proprietary Steel structure with particle board flooring
	Staircase	Metal staircase and Balustrade

**Annexure D      Requisitions and Replies**



## COMMERCIAL REQUISITIONS ON TITLE

Vendor: TN Auburn Pty Ltd (ACN 670 838 918)  
Purchaser:  
Property: Proposed Strata Lots 1-75 at 323 Chisholm Road, Auburn NSW 2144  
Dated:

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### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. .
  - (a) What is the nature of any tenancy or occupancy?
  - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) What is the current rent payable?
  - (e) All rent should be paid up to or beyond the date of completion.
  - (f) Please provide details of any bond money held, which money is to be paid to or allowed to the purchaser on completion.
  - (g) If the bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
  - (h) Please provide details of any security deposits and copies of any bank guarantees which are held by the vendor.
  - (i) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the security deposits, bank guarantees and any personal guarantees.
  - U) Are there any sub-leases? If so, copies should be provided.
  - (k) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994*?  
If so:
  - (a) complete copies of the disclosure statements as required by the *Retail Leases Act 1994* should be provided;
  - (b) a copy of a certificate given under Section 16(3) of the *Retail Leases Act 1994* should be provided or other evidence to confirm that Section 16 would not apply to the lease;
  - (c) is the vendor aware of any provision of the lease which is not enforceable because of a rion disclosure in the disclosure statement or any lease which has been entered into in contravention of the *Retail Leases Act 1994*?
5. Is any part of the property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

### Title

7. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations.
8. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
10. When and where may the title documents be inspected?
11.
  - (a) In these requisitions, *personal property*, *secured party*, *security agreement*, *security interest* and *verification certificate* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)* (*PPS Act*).
  - (b) Are the inclusions or other items of personal property included in the sale (*inclusions*) subject to a security interest or has the vendor entered into any security agreement in respect of the inclusions and in respect of which the vendor has received, or waived its right to receive, a verification certificate? If so, please provide full details of the property the subject of the security interest, the nature of the security agreement giving rise to the security interest and the full name, address, ACN and/or ABN of the secured party or security agreement counterparty.

- (c) If a security interest has arisen or been granted over the inclusions, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to the inclusions. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the property must be provided.
- Rates and taxes**
13. All rates, taxes, levies, other charges and assessments, including land tax, affecting the property must be paid up to the date of completion and receipts produced.
14. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
- (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?
  - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.
- Survey, Building, fencing, etc**
15. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
16. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
- 17.
- (a) Have the provisions of the *Local Government Act 1993*, the *Environmental Planning and Assessment Act 1979* and their regulations and instruments or former instruments been complied with?
  - (b) Have there been any alterations to improvements since 1959 requiring the consent of the Local Council or other authority? If so, please provide details and evidence of consents.
  - (c) Has the vendor a Building Certificate? If so, it should be handed over on completion. Please provide a copy prior to completion.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) Has there been any building work on the property to which provision of the *Home Building Act 1989* apply? If so, please provide details and state whether the work was done pursuant to an owner/builder permit or by a licensed builder and provide details as to the permit, names of the parties and license number(s).
18. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922* or are there circumstances which would give rise to a notice or application under that Act in respect of the property. If the answer is yes, please provide full details.
19. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
  - (b) flooding or dampness of areas below ground levels?
  - (c) functional problems with equipment such as air conditioning, roofs or inclinators, pool equipment, building management and security systems?
20. Are there any pipes or structures below the surface of the land which are not disclosed in the Contract?
21. Is there any development approval consent to use the property which is not disclosed in the Contract?
22. Has all the structural work including any retaining walls been designed by a qualified structural engineer?
23. If the answer to any of Requisitions 19 to 22 is yes, please provide full details.
24. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the property?
25. Is there a swimming pool in the property to which the *Swimming Pools Act 1992* applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 26.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?

- (c) If the answer to Requisition 26(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991*?
27. Are any rainwater downpipes connected to the sewer? If so, they must be disconnected prior to completion.

#### **Use and enjoyment of the property**

- 28.
- (a) Is the vendor aware of any rights, licenses, easements, covenants or restrictions as to user other than those disclosed in the Contract?
  - (b) Have the covenants and restrictions disclosed in the Contract been complied with?
29. Is the vendor aware of:
- {a} any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any building line fixed by the Local Council affecting the land?
  - (d) any judgment, order, decree or execution against the vendor or the property?
  - (e) any suit current, pending or proposed in respect of the property?
  - (f) any latent defects in the property?
30. Has the vendor any notice or knowledge that the property is affected by any of the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice, order or proposed order requiring work to be done or money to be spent on the property or any footpath or road adjoining? Full details of any notice, order or proposed order must be provided. Any notice or order must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, the same must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fiberglass?
  - (g) any charge or liability including liability for restoration of the property, or proceedings under the *Contaminated Land Management Act 1997* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or proceedings being commenced?
31. If the answer to any of Requisitions 30(a) to (g) is yes, please:
- (a) provide full details;
  - (b) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
  - (c) provide full details regarding the extent of any non-compliance.
- 32.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land? If so, it must be shown that the vendor has a right thereto which will vest in the purchaser on completion.
  - (c) Do any service connections for any other property pass through the property?
33. Has asbestos, fiberglass or other material injurious to health been used in the construction of the property? If the answer is yes, please provide full details.
34. Is the property required for the purpose of paying a fine or satisfying an order for compensation?
35. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

#### **Warranties and service contracts**

36. Please provide copies of any warranty or maintenance or service contract for the property which is assignable on completion.
37. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

#### **Zoning**

38. Is the vendor aware of the property being subject to any existing or proposed instrument or former instruments under the *Environmental Planning and Assessment Act 1979* or other restriction on user not disclosed in the Contract? If the answer is yes, please provide full details.

#### **Capacity**

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

### **Requisitions and transfer**

- 40. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
- 41. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the power of attorney should be produced and found in order.
- 42. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 43. Searches, surveys, enquiries and inspection of title documents must prove satisfactory.
- 44. The purchaser reserves the right to make further requisitions prior to completion.
- 45. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

### **Completion**

- 46. Please confirm that on completion you will hand to us:
  - (a) a discharge of any mortgage, a withdrawal of any caveat and removal of any priority notice;
  - (b) the Certificate of Title Folio Identifier;
  - (c) Transfer executed by the vendor;
  - (d) the vendor's copies of all leases;
  - (e) all keys in the possession of the vendor;
  - (f) original of any Building Certificate; -
  - (g) original of any Survey Report; -
  - (h) instruction manuals and warranties for any plant belonging to the vendor,
  - (i) information or devices necessary for the operation of the security system, air conditioning systems, building management systems, etc:
  - U) notices of attornment;
  - (k) any security deposits or bank guarantees pursuant to any of the leases; and
  - (l) tax invoice.

Our ref: CAD:JMB:2309099

1 May 2024

To: Purchaser on exchanged contract.

**Re: TN Auburn Pty Ltd (ACN 670 838 918)  
Proposed Lots 1-75, 323 Chisholm Road Auburn NSW 2144**

Replies to Commercial Requisitions on Title - 2017

1. Vendor relies on the contract.
2. Not so far as the vendor is aware.
3. Not applicable.
4. Not applicable.
5. Not applicable
6. Not applicable.
7. Vendor relies on the contract.
8. Vendor relies on the contract.
9. Purchaser to rely on own enquiries
10. On completion.
11. (a) - (c) To be advised.
12. Vendor relies on the contract.
13. Vendor relies on the contract.
14. Vendor relies on the contract.
15. Vendor relies on the contract.
16. No.
17. (a) - (e) Vendor relies on the contract.

**COLIN BIGGERS  
& PAISLEY PTY LTD**  
ABN 28 166 080 682  
T +61 2 8281 4555  
F +61 2 8281 4567

Level 42  
2 Park Street  
Sydney NSW 2000  
Australia

GPO Box 214  
Sydney NSW 2001  
Australia

BRISBANE MELBOURNE SYDNEY

18. Vendor relies on the contract.
19. (a) - (c) Vendor relies on the contract.
20. Vendor relies on the contract.
21. Purchaser to rely on own enquiries.
22. Vendor relies on the contract.
23. Not applicable.
24. Vendor relies on the contract.
25. Not applicable.
26. Vendor relies on the contract.
27. Vendor relies on the contract.
28. Vendor relies on the contract.
29. Vendor relies on the contract.
30. Vendor relies on the contract.
31. Not applicable.
32. Vendor relies on the contract.
33. Vendor relies on the contract.
34. Purchaser to rely on own enquiries.
35. Vendor relies on the contract.
36. Vendor relies on the contract.
37. Vendor relies on the contract.
38. Vendor relies on the contract.
39. Please advise what evidence is required.
40. Noted, if applicable.
41. Copy of the relevant Power of Attorney is attached to this contract.
42. Vendor relies on the contract.
43. Vendor relies on the contract.
44. This alleged right is not admitted.
45. Vendor relies on the contract.

46. Vendor relies on the contract.

Yours faithfully

**Claire Day**

Partner

Email: [claire.day@cbp.com.au](mailto:claire.day@cbp.com.au)

Direct Line: 02 8281 4466

## **Annexure E      FIRB Notification Form**



## RESIDENCY FORM

**Apartment number:**  
**Lot:**  
**CBP matter (if known):**

**Building:**

	PURCHASER 1	PURCHASER 2
<b>Name</b>		
<b>Date of Birth</b>		
<b>Tax File Number</b>		
<b>Nationality of purchaser (if not Australian citizen)</b>		
<b>Overseas address (if not Australian resident)</b>		
<b>Residential status</b>	<i>Tick applicable residential status below</i>	
1. Australian citizen		
2. Australian citizen with foreign spouse purchasing as joint tenants		
3. New Zealand citizen		
4. New Zealand citizen with foreign spouse purchasing as joint tenants		
5. Australian permanent resident who has been a resident in Australia for 200 days of the last year		
6. Australian permanent resident who has not been residing in Australia for 200 days of the last year		
7. Australian temporary resident		
8. A foreign national who has no residency status in Australia (including persons who are in Australia on visitor's visas)		
9. A corporation or trust where no single foreign person (together with their associates) has 15% or more ownership of the corporation/trust	(if selected, provide details below)	
10. A corporation or trust where a single foreign person (together with their associates) has 15% or more ownership of the corporation/trust	(if selected, provide details below)	
11. A corporation or trust where multiple foreign interests hold more than 40% ownership of the corporation/trust	(if selected, provide details below)	
	If 9, 10, or 11 are applicable, the names of all directors, major/ultimate shareholders must be supplied below: <hr/>	
<b>Is the property being purchased by a trustee of a trust?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, specify names and nationality of beneficial owners: <hr/> <hr/>	



FOLIO: C/446348

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/1/2024	4:48 PM	3	18/12/2023

LAND

----

LOT C IN DEPOSITED PLAN 446348  
LOCAL GOVERNMENT AREA CUMBERLAND  
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP446348

FIRST SCHEDULE

-----

DIC AUSTRALIA PTY LIMITED (CN AK895712)

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F622423 EASEMENT FOR DRAINAGE APPURTENANT TO PART OF THE  
LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO  
BURDENED IN VOL 8152 FOL 246
- 3 6281092 LEASE TO AUSGRID (SEE AJ107152) OF SUBSTATION NO  
1567 TOGETHER WITH RIGHT OF WAY & EASEMENT FOR  
ELECTRICITY PURPOSES OVER ANOTHER PART OF THE LAND  
ABOVE DESCRIBED SHOWN IN PLAN WITH T214151. EXPIRES:  
30/11/2016.  
AM73973 VARIATION OF LEASE 6281092 EXPIRY DATE NOW  
30/11/2036.  
AK971351 LEASE OF LEASE 6281092 TO BLUE ASSET PARTNER PTY  
LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC  
ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA  
ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET  
CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE  
2.3 (b) (ii).  
AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY  
LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD,  
ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC  
ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA  
OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE  
DEALING. CLAUSE 12.1  
AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY  
SERVICES PTY LTD  
AK971571 CHANGE OF NAME AFFECTING LEASE 6281092 LESSEE  
NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING  
CORPORATION
- \* 4 AT702904 CAVEAT BY TN AUBURN PTY LTD

END OF PAGE 1 - CONTINUED OVER

FOLIO: C/446348

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: PP DP1301971.

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

2400428

PRINTED ON 30/1/2024

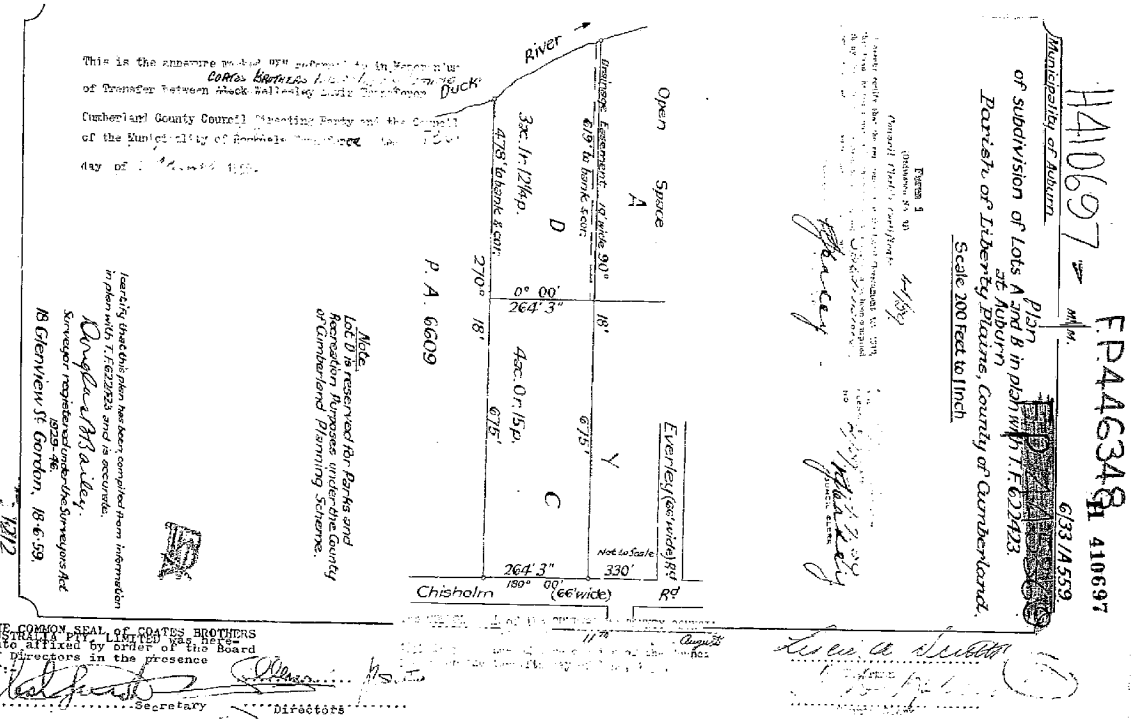
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

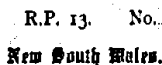
1

PLAT IN REGISTRATION OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 15th day of July, 1980.

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS	
FEET	METRES
1	0.3048
2	0.6096
3	0.9144
4	1.2192
5	1.5240
6	1.8288
7	2.1336
8	2.4384
9	2.7432
10	3.0480
11	3.3528
12	3.6576
13	3.9624
14	4.2672
15	4.5720
16	4.8768
17	5.1816
18	5.4864
19	5.7912
20	6.0960
21	6.4008
22	6.7056
23	7.0104
24	7.3152
25	7.6200
26	7.9248
27	8.2296
28	8.5344
29	8.8392
30	9.1440
31	9.4488
32	9.7536
33	10.0584
34	10.3632
35	10.6680
36	10.9728
37	11.2776
38	11.5824
39	11.8872
40	12.1920
41	12.4968
42	12.8016
43	13.1064
44	13.4112
45	13.7160
46	14.0208
47	14.3256
48	14.6304
49	14.9352
50	15.2400
51	15.5448
52	15.8496
53	16.1544
54	16.4592
55	16.7640
56	17.0688
57	17.3736
58	17.6784
59	17.9832
60	18.2880
61	18.5928
62	18.8976
63	19.2024
64	19.5072
65	19.8120
66	20.1168
67	20.4216
68	20.7264
69	21.0312
70	21.3360
71	21.6408
72	21.9456
73	22.2504
74	22.5552
75	22.8600
76	23.1648
77	23.4696
78	23.7744
79	24.0792
80	24.3840
81	24.6888
82	24.9936
83	25.2984
84	25.6032
85	25.9080
86	26.2128
87	26.5176
88	26.8224
89	27.1272
90	27.4320
91	27.7368
92	28.0416
93	28.3464
94	28.6512
95	28.9560
96	29.2608
97	29.5656
98	29.8704
99	30.1752
100	30.4800





# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



**FEEs :—**

Lodgment  
Endorsement  
Certificate

(Trusts must not be disclosed in the transfer.)

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

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

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

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

§ If part only of the land comprised in a Certificate or Certificates of Title is to be transferred, add "and being

transferred add "and being  
lot sec. D.P. " or  
"being the land shown in  
the plan annexed hereto," or

\* Being the residue of the  
land in certificate (or grant),  
registered Vol. Fol.  
Where the consent of the

While the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

- Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception.

Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

\* very short note will suffice.

If executed within the State this instrument should 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 Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see back of form.

2 Repeat attestation if  
necessary.

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

I, WILLIAM DONALD MORRIS of Auburn, Municipal Employee.

(herein called transferor)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One thousand two hundred pounds \_\_\_\_\_

(£1,200. 0.0) (the receipt whereof is hereby acknowledged) paid to me by

FRANCIS EUGENE FELEDY of Zetland, Architect,

(herein called transferee )

do hereby transfer to the said transferee<sup>b</sup>

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

County.	Parish.	Reference to Title (c)			Description of Land (if part only).	(d)
		Whole or Part.	Vol.	Fol.		
<u>Cumberland</u>	<u>Liberty Plains</u>	<u>Part</u>	<u>3431</u>	<u>51</u>	Being Lot A as shown on plan annexed hereto and marked with the letter "a"	

And the transferee covenants with the transferor And the Transferor doth also transfer grant and confirm unto the transferee such rights and liberties as are set out in the annexure hereto marked with the letter "B" in through along and upon the strip of land 10 feet wide shown on the plan annexed hereto and marked with the letter "a" and thereon marked "easement for drainage purposes 10 feet wide" and thereon coloured blue.

ENCUMBRANCES, &c., REFERRED TO.

- 111 -

Signed at

\*Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

<sup>b</sup>Signed

the *twentyfirst* day of *February* 1952.

W. D. Morris  
Transferor.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

Francis D. Kelly  
Transferee(s).

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

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

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

No. \_\_\_\_\_

LODGED BY \_\_\_\_\_

CONSENT OF MORTGAGEE.

(N.B. Before execution read marginal note.)

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

## MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in the presence of— \_\_\_\_\_

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

## CERTIFICATE OF J.P., &amp;c., TAKING DECLARATION OF 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 \_\_\_\_\_ own handwriting, and that \_\_\_\_\_ he was of sound mind and freely and voluntarily signed the same.

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

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
88/	Top with Easement for Drainage	To be filled in by person lodging dealing.
Checked by	Particulars entered in Register Book, Volume 6632 Folio 51	Received Docs. Nos. 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____
Passed (in S.D.B.) by	the 29 <sup>th</sup> day of December 1952 at _____ minutes past 12 o'clock in the _____ noon	Receiving Clerk.
Signed by	J. H. Pollard Registrar-General.	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

## PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch...		
Received from Records...		
Draft written ...		2/12/52
Draft examined...		23/12/52
Diagram prepared		24/12/52
Diagram examined		24/12/52
Draft forwarded		24/12/52
Supt. of Engravers		24/12/52
Cancellation Clerk		24/12/52
VOL. 6609	FOL. 7	JAN 1953

## EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 1/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/-, 5/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 1/- for each additional Certificate included in the Transfer, (b) 1/- to 2/- for each new Certificate of Title issued, (c) 5/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 1/- where partial discharge of a mortgage is effected on the Transfer, (f) 1/- for each additional folio where the Certificate exceeds ten folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

F 622423

"B"

Full and free right and liberty for the transferee his executors administrators and assigns at all times hereafter to construct reconstruct lay use and forever maintain for the passage and conveyance of water and/or drainage a channel covered or uncovered and drainage works in through upon under and over the said land and such further or other channels covered or uncovered and drainage works in substitution therefor or in duplication thereof or in addition thereto as may in the opinion of the transferee his executors administrators or assigns be necessary and to make all necessary excavations and sink and make shafts and cuttings and drainage works in upon through under and over the said land AND from time to time and at all times to inspect the condition of and amend cleanse repair renew and maintain the said channels and drainage works AND for all and any of the purposes aforesaid from time to time and at all times with or without surveyors agents servants workmen and other persons horses carts carriages motor vehicles and other vehicles to enter into and upon go return pass and re-pass through under along and over the said land and so much of the adjoining or adjacent land of the transferor (being the residue of the land comprised in Certificate of Title registered Volume 3431 Folio 51 other than the land hereby agreed to be sold and the land in through along and upon which the above easement is to be transferred granted and confirmed) as may be required to be used temporarily for the purposes aforesaid and to bring and place thereon or any part thereof and to remove therefrom all or any materials machinery plant stores and other articles AND to do such other incidental things as may be reasonably necessary in the premises and as the transferee his executors administrators or assigns shall think fit and proper AND the transferor COVENANTS with the transferee that the transferor will not at any time hereafter erect construct or place upon the said land (being the site of the said proposed drainage easement) any building or other structure whatever AND for the purposes of Section 68 of the Conveyancing Act 1919-1943 it is hereby declared:

(a) That the land to which the benefit of the above easement and covenant is intended to be appurtenant is the land hereby transferred.

(b) That the land which is to be subject to the burden of the above easement and covenant is the residue of the land comprised in Certificate of Title registered Volume 3431 Folio 51 other than the land hereby transferred lead marked easement for drainage purposes to be used for the said plan

(c) That the person or persons by whom or with whose consent the said easement and covenant may be released varied or modified is the transferee his executors administrators or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred.

This is the document marked "B" referred to in Memorandum of Transfer dated 2nd February 1952 from WILLIAM DONALD MORRIS to FRANCIS EUGENE FELEDY.

Witness to the signature of Transferor

*Alfred Thomas Davies*  
*Witness*

*W. D. Morris*  
Transferor.

Witness to the signature of Transferee

*W. D. Morris*  
*Witness*

*Francis E. Feledy*  
Transferee.

31/12/559

Municipality/Town of AUBURN.

ORIGINAL  
F 622423**Certificate of New Road or Subdivision**

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32, FORM 1.

Certificate No. 1/52

COUNCIL CHAMBERS,

AUBURN.

18th January, 19 52.

**APPLICANT**

(Name) WALLIS &amp; MOORE

(Surname First)

(Address) 12-14 O'Connell Street,

SYDNEY.

**OWNER**

(Name) MORRIS, William D.,

(Address) Chisholm Road,

AUBURN.

**NEW ROAD** (Particulars) N I L.

**SUBDIVISION** (Particulars) of land in Certificate of Title Vol. 3431 Folio 51,  
Parish of Liberty Plains, County of Cumberland, Chisholm Road, Auburn, into Lots  
"A" and "B" as per attached plan.

**CERTIFICATE**

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), have been complied with by the above-named applicant in relation to the proposed subdivision above described and more particularly set out on the accompanying plan having the Council's Seal marked "Plan approved by Council". Covered by Council Clerk's Certificate No. 1/52 of 18/1/52.

  
 Council Clerk.

21/1/559



Reg:R090309 /Doc:DL 6281092 /Rev:02-Dec-1999 /NSW LRS /Pgs:ALL /Prt:09-Feb-2023 16:28 /Seq:1 of 3

© Office of the Registrar-General /Src:InfoTrack /Ref:230010

Form: 91-U/L

Licence: 10V/0058/95

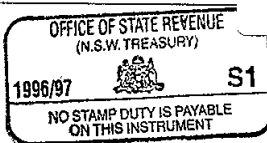
Edition: 9804

**LEASE**  
New South Wales  
Real Property Act 1900

6281092S

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

Property leased: if appropriate, specify the part or premises

Certificate of Title C/446348

PART being the premises shown on the plan annexed to registered Lease T214151 and thereon described as "Substation Premises No 1567 'Chisholm Rd No 1'" hereinafter called the "demised premises" together with right of way and easement referred to in Clauses 1 and 2 of Annexure "A" hereto.

**(B) LODGED BY**

LTO Box

605m

LEGALITIES PTY LIMITED  
Name Address of Lessor's solicitor  
Box 725 SYDNEY  
PH 9221 8866

Reference (optional): BP/ MAJ:990819

CODE

L

**(C) LESSOR**

COATES BROTHERS AUSTRALIA PTY LIMITED (ACN 000 079 550)

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable): 1. 2. 3.

**(E) LESSEE**

ENERGYAUSTRALIA

**(F)**

TENANCY:

**(G) 1. TERM:** 20 years at a rental of 10c per annum payable at the expiration of the said term (if demanded)**2. COMMENCING DATE:** 1 DECEMBER 1996**3. TERMINATING DATE:** 30 NOVEMBER 2016~~4. With an OPTION TO RENEW for a period of \_\_\_\_\_ set out in \_\_\_\_\_~~~~5. With an OPTION TO PURCHASE set out in \_\_\_\_\_~~**6. Together with and reserving the RIGHTS set out in Annexure "A" hereto****7. Incorporates the provisions set out in ANNEXURE "A" hereto.****8. Incorporates the provisions set out in MEMORANDUM filed in the Land Titles Office as No. W578000**

All handwriting must be in block capitals.

A set of notes on this form (97-07L-2)

is available from the Land Titles Office.

Page 1 of 1

number additional pages sequentially

Checked by (LTO use):

OFF L T214151

CT Prod 41J

PREV- 41 J

Jdg

Reg:R090309 /Doc:DL 6281092 /Rev:02-Dec-1999 /NSW LRS /Pgs:ALL /Prt:09-Feb-2023 16:28 /Seq:2 of 3  
 © Office of the Registrar-General /Src:InfoTrack /Ref:230010

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE: 8.10.99

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

~~Signature of witness:~~

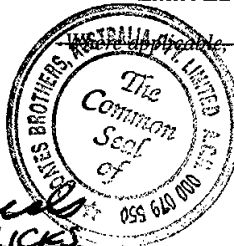
~~Signature of lessor:~~

Name of witness: THE COMMON SEAL of  
COATES BROTHERS AUSTRALIA PTY LIMITED

~~Address of witness:~~ was hereunto affixed by  
authority of the Board of  
Directors in the presence of:

DIRECTOR  
NOEL DALTON

*Michael Frederick*  
MICHAEL FREDERICKS  
MANUFACTURING MANAGER



*David Barrett Rand*

DAVID BARRETT RANDS  
MANAGING DIRECTOR

~~Signed in my presence by the lessee who is personally known to me:~~

~~Signature of witness:~~

~~Signature of lessee:~~

~~Name of witness:~~ SIGNED SEALED AND DELIVERED for and  
on behalf of ENERGIAUSTRALIA by

John Eisenhuth

~~Address of witness:~~ its duly constituted Attorney pursuant to Power  
of Attorney registered Book 4197 No 593

*C. George*  
Chris George  
570 George St, Sydney  
WITNESS

*J. Eisenhuth*

ATTORNEY

(1) STATUTORY DECLARATION

I solemnly and sincerely declare that-

1. The time for the exercise of option to renew/option to purchase in expired lease No.
2. The lessee under that lease has not exercised the option;
3. A variation of lease extending the term has not been entered into.

has ended;

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

Made and subscribed at

in the State of

on

in the presence of -

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

**ANNEXURE "A" TO MEMORANDUM OF LEASE**  
**MADE THE 8<sup>th</sup> DAY OF October 1999**  
**BETWEEN COATES BROTHERS AUSTRALIA PTY LIMITED AS LESSOR**  
**and ENERGIAUSTRALIA AS LESSEE**

The Lessee shall have the benefit of the following rights and liberties;

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Right of Way and Easement for Electricity Purposes 4.265 WIDE" on the plan annexed to registered Lease T214151 (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.
2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "Right of Way and Easement for Electricity Purposes 4.265 WIDE" on the plan annexed to registered Lease T214151 (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.
3. Clause 11 of Memorandum W578000 is deleted *APR 1999*

SIGNED FOR AND ON BEHALF OF  
COATES BROTHERS AUSTRALIA PTY  
LIMITED

*[Signature]*  
*Michael Frederick*

u:\1999\990819\annexure.Doc(maj)

SIGNED FOR AND ON BEHALF OF  
ENERGIAUSTRALIA

*[Signature]*  
*C. George*

RP 63



W  
578000 W

# MEMORANDUM

Q	1	01	
\$	35		

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorized officer for the lessor, mortgagee, charges &c.

Clauses are to be numbered consecutively from number 1.

On behalf of THE SYDNEY COUNTY COUNCIL of 570 George Street, Sydney  
I certify that this memorandum (comprising page(s)), contains the provisions which are deemed to be incorporated in su  
Memorandum of Lease

as refer to this memorandum

.....  
W.B. FARROW  
Solicitor to The  
Sydney County Council

Signature of Authorised Officer

## MEMORANDUM

1. The covenants and powers implied in every Lease by virtue of Sections 84 and 85 of the Conveyancing Act 1919 shall not apply to or be implied in this Lease except insofar as the same or some part or parts thereof are included in the covenants hereinafter contained.

2. To the full effect of the covenants hereinafter shortly noted as the same are set forth in words at length in the second column of Part 2 of the Fourth Schedule to the Conveyancing Act 1919 (as amended):

1. The Lessee covenants with the Lessor to pay rent.
16. and will not assign or sublet without leave, no fine to be taken.
21. and the Lessor covenants with the Lessee for quiet enjoyment.

3. The Lessee shall have full right and liberty with or without tools, materials, plant and other apparatus and vehicles for access to the demised premises for its officers, servants, workmen, agents and contractors at all times of the day and night during the term hereby created.

4. The Lessee may during the term hereby created install erect construct dismantle repair replace renew and maintain upon the demised premises such plant electricity conductors wires cables transformers and other apparatus for the transmission or storage of electric current or purposes incidental thereto and carry out such construction work therein as to effectively establish a substation for the supply and/or distribution of electricity.

5. The Lessee shall have the right to use the substation installation and easement for the purpose of supplying other customers PROVIDED HOWEVER that in approving the connection of electrical loads to the substation the Lessee shall give priority to electrical loads which are located within the premises of the Lessor.

6. The Lessee shall have the right at the expiration or sooner determination hereof to take remove and carry away from the demised premises and any easement all cables fixtures fittings plant machinery and other equipment laid erected or brought by it on under and about such premises.

7. Each party will bear its own costs in relation to this Lease provided always that the Lessor shall be responsible for any costs in obtaining the consent of any mortgagee and arranging production of the title deed at the Land Titles Office. The Lessee will arrange for the stamping of the Lease and for its lodgment at the Land Titles Office.

THE STANDARD MARGINS, QUALITY OF PAPER & QUALITY OF PRINTING PRESCRIBED BY REGULATION & REAL PROPERTY ACT REGULATIONS, 1976 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY  
Insert the name, postal address or Document Exchange reference, telephone number and delivery box number

LODGED BY

BARTIER PERRY PURCELL  
167 MACQUARIE ST.,  
SYDNEY 221-3577  
DX 103 1020

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL  
on 23/10/1986



Registrar General

615

MEMORANDUM (continued)

8. The Lessor shall pay any rates and taxes which may be levied in respect of the demised premises or of the premises of which the demised premises forms part.

9. The Lessor shall maintain in a serviceable condition any right of way (and/or any Right of Way and Easement) referred to on the plan annexed to the Lease and any drainage system which may affect the demised premises.

10. The Lessor shall take all reasonable precautions to ensure any ventilation and any air ducting provided for the demised premises are not obstructed or impaired.

11. The Lessor shall maintain in a satisfactory condition the building structure which encloses or forms part of the demised premises including any external doors, gates ventilation panels and external finishes and shall take all necessary action to ensure dry wall and floor conditions and structural stability. The Lessee will carry out cleaning and painting within the substation.

12. The Lessor shall not alter existing ground levels on or adjacent to the demised premises or any easement created in connection therewith or permit the erection of any structure on above or below such easement without first obtaining the written consent of the Lessee.

THE STANDARD  
MARGINS, QUALITY  
OF PAPER &C,  
PRESCRIBED BY  
REGULATION 6,  
REAL PROPERTY  
ACT REGULATIONS,  
1970 SHOULD BE  
MAINTAINED IN  
THIS FORM AND IN  
ANY ANNEXURES.



0254R

(For continuation, see annexure(s) hereto)

Req:R090311 /Doc:DL T214151 /Rev:31-Mar-2011 /NSW LRS /Pgs:ALL /Prt:09-Feb-2023 16:28 /Seq:1 of 6  
 © Office of the Registrar-General /Src:InfoTrack /Ref:230010

RPIC  
1979

STAMP DUTY



1982 13 / 37

T214151

OFFICE USE ONLY

A	1	of	1	X
\$ 64				

## LEASE

REAL PROPERTY ACT, 1900

(To be lodged in duplicate)

(See Instructions for Completion on back of form)

LAND of which LESSOR is registered proprietor

DESCRIPTION  
OF LAND  
Note (a)LESSOR  
Note (b)LESSEE  
Note (b)

Note (c)

PRIOR  
ENCUMBRANCES

Notes (d) and (h)

TERM  
Note (e)Note (f)  
Note (g)RENT  
Note (i)

Note (h)

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

OFFICE USE ONLY

Torrens Title Reference	If Part or Premises, See Note (a) (ii)	Location
Volume 8152 Folio 246	WHOLE PART being that part of the premises shown on the plan hereto annexed marked "A" and thereon described as "Substation Premises No. 1567" hereinafter called the "demised premises"	COUNTY CUMBERLAND
COATES BROTHERS AUSTRALIA PTY. LIMITED		OFFICE USE ONLY N

(the abovenamed LESSOR) hereby leases to the LESSEE

THE SYDNEY COUNTY COUNCIL of 570 George Street, Sydney	OFFICE USE ONLY L1 OVER
--	-------------------------------

the premises above described, subject to the following PRIOR ENCUMBRANCES

1. ...  
 2. ...  
 3. ...  
 for a TERM of TWENTY (20) YEARS  
 commencing on 1/12/1976 and TERMINATING on 30/11/1996.

(with an OPTION TO PURCHASE and/or an OPTION OF RENEWAL as set forth in clause(s) of SCHEDULE TWO hereto,  
 together with and reserving the rights and liberties set forth in SCHEDULE ONE hereto).

at a rental of Ten cents (\$0.10) per annum payable at the expiration of the said term

SUBJECT TO the covenants and provisions:

- (i) implied by sections 84 and 85 of the Conveyancing Act, 1919, as are not expressly negated or modified herein;  
 (ii) set forth in the Memorandum filed in the Registrar-General's Office as Number ... and  
 (iii) set forth in SCHEDULE TWO hereto, which covenants and provisions shall be deemed to be incorporated herein.

LODGED BY BARTIER PERRY PURCELL 167 MACQUARIE ST., SYDNEY 221-3577 DX 100 1020		LOCATION OF DOCUMENTS CT / OTHER Herewith. CT-374 In R.G.O. with ... Produced by ...	
Delivery Box Number	Extra Fee	Checked	REGISTERED 2 - 12-1982
			OFF LSE G645365 EXPIRED CT TO Box 374
Registrar General		Cleverly in 155491 contracts to Regn.	



See annexure

Notes (m) and (n)

**SCHEDULE TWO HEREINBEFORE REFERRED TO**



Notes (l) and (n)

The Lessor reserves unto himself the following rights and liberties:

See annexure



Notes (l) and (n)

The Lessee shall have the benefit of the following rights and liberties:

**SCHEDULE ONE HEREINBEFORE REFERRED TO**

3

ANNEXURE TO MEMORANDUM OF LEASE MADE THE 18 DAY OF May 1982  
 BETWEEN COATES BROTHERS AUSTRALIA TY. LIMITED AS LESSOR and THE SYDNEY COUNTY  
 COUNCIL AS LESSEE

SCHEDULE ONE

The Lessee shall have the benefit of the following rights and liberties:

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Right of Way and Easement for Electricity Purposes 4.265 wide" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.

2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "Right of Way and Easement for Electricity Purposes 4.265 wide" on the plan hereto annexed marked "A" (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.

SCHEDULE TWO HEREINBEFORE REFERRED TO

3. To the full effect of the covenants hereinafter shortly noted as the same are set forth in words at length in the second column of Part 2 of the Fourth Schedule to the Conveyancing Act 1919 (as amended):

- 1. The Lessee covenants with the Lessor to pay rent.
- 16. and will not assign or sublet without leave, no fine to be taken.
- 21. and the Lessor covenants with the Lessee for quiet enjoyment.

4. The Lessee shall have the right to supply electricity from the substation erected on the demised land to customers other than the lessor subject to the requirements of the lessor first being met.

5. The Lessee shall have the right at the expiration or sooner determination of the lease hereby granted to remove the whole of the plant equipment machinery fixtures fittings and things that may be brought upon the demised premises by it but the lessee shall in such removal do no damage to the demised premises and shall forthwith make good any damage which it may occasion thereto.

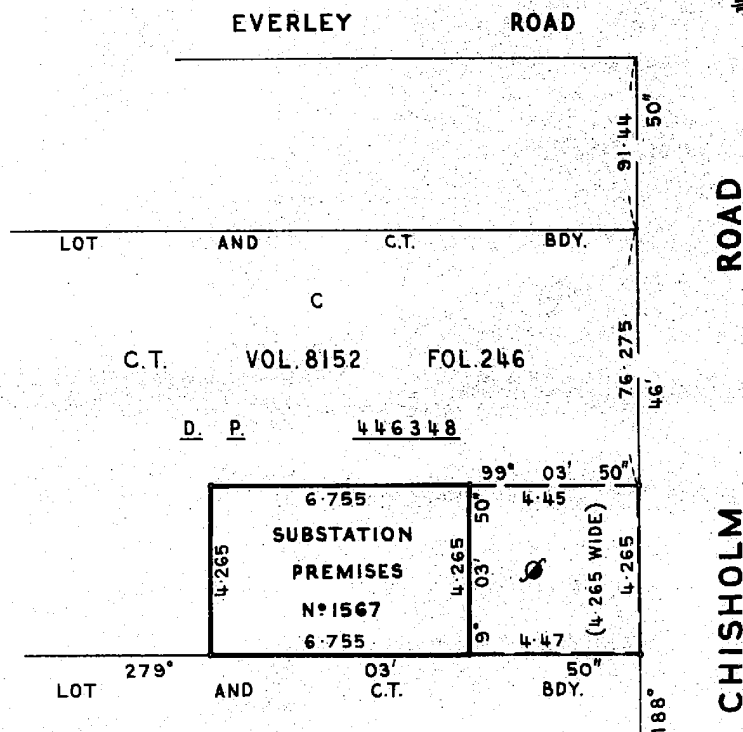
6. The Lessor shall pay any rates and taxes which may be levied in respect of the demised premises or of the premises of which the demised premises forms part.

FOR THE SYDNEY COUNTY COUNCIL

*R. Pemberton*  
*B. Larter*  
 ATTORNEY  
 WITNESS

FOR COATES BROTHERS AUSTRALIA PTY. LIMITED



**MUNICIPALITY OF AUBURN****LOCALITY : AUBURN****PLAN****SHOWING SUBSTATION PREMISES N°1567, RIGHT OF WAY AND  
EASEMENT FOR ELECTRICITY PURPOSES WITHIN C.T. VOL.****8152 FOL. 246.****PARISH OF LIBERTY PLAINS      COUNTY OF CUMBERLAND****REDUCTION RATIO 1:125****RIGHT OF WAY AND EASEMENT FOR  
ELECTRICITY PURPOSES 4.265 WIDE.**THE STRUCTURE COMPRISING THE PREMISES TO BE  
LEASED FORMS THE BOUNDARIES OF SITE SHOWN  
AS SUBSTATION PREMISES N°1567 HEREIN.**22<sup>ND</sup> FEBRUARY, 1978.***R. F. Smith.***R.F. SMITH.  
REGISTERED SURVEYOR****SIGNATURES AND SEALS OF PARTIES**THIS IS THE PLAN MARKED "A" REFERRED TO IN LEASE BETWEEN COATES  
BROTHERS AUSTRALIA PTY. LIMITED AS LESSOR AND THE SYDNEY COUNTY COUNCIL AS  
LESSEEFOR AND ON BEHALF OF  
COATES BROTHERS AUSTRALIA PTY. LIMITEDFOR AND ON BEHALF OF  
THE SYDNEY COUNTY COUNCIL*[Signature]**[Signature]*  
**CHAIRMAN**

LONGE WITH BEARING

AP 19/8

*[Signature]*  
**GENERAL MANAGER**

4

DATE OF LEASE 18<sup>th</sup> May 1982

## EXECUTION

Note (a)

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

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

.....  
 Signature of Witness

.....  
 Name of Witness (BLOCK LETTERS)

.....  
 Address and occupation of Witness

THE COMMON SEAL of COATES BROTHERS )  
 AUSTRALIA PTY LIMITED was hereunto )  
 duly affixed by order of the Board )  
 of Directors in the presence of:- )

*[Signature]*  
 Director

Secretary

*[Signature]*

Note (a)

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

.....  
 Signature of Witness

.....  
 Name of Witness (BLOCK LETTERS)

.....  
 Address and occupation of Witness

.....  
 Signature of Lessee

SIGNED SEALED AND DELIVERED for )  
 and on behalf of THE SYDNEY COUNTY )  
 COUNCIL by RAYMOND JAMES )  
 its duly constituted Attorney (MURKIN) )  
 in the presence of:

*[Signature]*  
 Attorney

*B. Larter*  
 Witness

The Sydney County Council by its attorney who hereby states that at the time of his executing this document he has no notice of the revocation of the Power of Attorney registered No. 629 Book 3453 under the authority of which he has executed this document.

*[Signature]*  
 Attorney

DIRECTION:	PROP				
No. OF NAMES:					
(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D)	(E)	NAME AND DESCRIPTION
(F) FOLIO IDENTIFIER <small>(OR REGO. DEALING &amp; FOLIO IDENTIFIERS)</small>	(G) DIRECTION	(H) TYPE <small>(I) NOTN</small>	(J) DEALING NUMBER	(K) DETAILS	
8152 - 246	ON	T 214151		Leave to The Sydney County Council of Substitue premises No. 1567 as shown in plan with T 214151 together will rights and benefit of way over another part of the land within described. EXPIRES 30-11-1996.	FIRST SCHEDULE DIRECTIONS
SECOND SCHEDULE AND OTHER DIRECTIONS					

OFFICE USE ONLY

[illegible]

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

**Rule up all blanks.**

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

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

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

Use form RPIA for sub-leases where a folio of the Register has not issued for the leasehold estate.

Form RPLC is to be used for leases of the fee simple and for sub-leases where a folio of the Register has issued for the leasehold estate.

## INSTRUCTIONS FOR COMPLETION

Form: 10CN  
Release: 5.3**CHANGE OF NAME**New South Wales  
Real Property Act 1900**AJ107152D**

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any. *Extra fee paid (62 x 107 = 6634.00)*

## (A) TORRENS TITLE

**RELODGED**  
(B) REGISTERED DEALING  
10 FEB 2015  
LODGED BY  
TIME: 11:50

Number Leases (See Annexure)		Torrens Title (See Annexure)	
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE	
1w	AUSGRID DX 9863 ALEXANDRIA	CN	
Reference:			

## (D) REGISTERED PROPRIETOR

Whose name is to be changed; show the name as it currently appears on the Torrens Title  
ENERGYAUSTRALIA

## (E) NEW NAME

Of the above registered proprietor in full  
AUSGRID

- (F) The registered proprietor of the above registered dealing \_\_\_\_\_ applies to have my \_\_\_\_\_ new name recorded in the Register in respect of that \_\_\_\_\_ registered dealing \_\_\_\_\_ and hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application.

## (G) STATUTORY DECLARATION BY THE APPLICANT\*

I, BRIAN WARTERS

solemnly and sincerely declare that—

1. I am AUTHORISED SIGNATORY ON BEHALF OF AUSGRID

2. on \_\_\_\_\_ at \_\_\_\_\_ in the SELECT >>> >>> >>> >>> >>>  
I married

3. *As per the Energy Services Corporations (Change of Name) Regulation 2011 EnergyAustralia has changed name to Ausgrid. (see attached).*

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900, and I certify this application to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at SYDNEY in the State of New South Wales on 17 July 2014

in the presence of LINDS WARTERS of 570 GEORGE ST, SYDNEY, NSW

☒ Justice of the Peace (J.P. Number: 192444) ☐ Practising Solicitor

☐ Other qualified witness [specify]

\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and~~

2. I have known the person for at least 12 months ~~OR I have confirmed the person's identity using an identification document and the document I relied on was a~~ (Omit ID No.)

Signature of witness: Linds Warters

Signature of applicant: BWaters

\* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

- (H) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant

certifies that the eNOS data relevant to this dealing has been submitted and stored under

eNOS ID No.                     

Full name:                     

Signature:                     

At 11:50

(NONOS) NOCTIS

C: 138T

**2011 No 105**

Clause 1 Energy Services Corporations Amendment (Change of Name) Regulation 2011

---

**Energy Services Corporations Amendment (Change of Name) Regulation 2011**

under the

Energy Services Corporations Act 1995

**1 Name of Regulation**

This Regulation is the *Energy Services Corporations Amendment (Change of Name) Regulation 2011*.

**2 Commencement**

This Regulation commences on the day on which it is published on the NSW legislation website.

**3 Amendment of Energy Services Corporations Act 1995 No 95**

**(1) Schedule 1 Energy services corporations**

Omit "Country Energy" from Part 2 of the Schedule.

Insert instead "Essential Energy".

**(2) Schedule 1, Part 2**

Omit "EnergyAustralia". Insert instead "Ausgrid".

**(3) Schedule 1, Part 2**

Omit "Integral Energy Australia". Insert instead "Endeavour Energy".

AJ 107152

DELETE

DELETE

DELETE

Title reference	Dealing number
4/601758	9665559
4/605078	9554635
4/611313	AD410290
4/615185	AD630143
4/774288	6214043
4/775440	7146041
4/803648	6646196
4/844951	6443276
<del>4/SP42068</del>	<del>AG837540</del>
4/SP80988	AG75783
<del>40/11157</del>	<del>5379727</del>
401/1094938	AC898752
<del>41/135962</del>	<del>AE327389</del>
413/1058215	AC511435
42/549634	6487208
423/1035319	8534120
431/862103	2524481
433/839352	AF930350
44/225351	7436055
44/25402	AE480901

I am authorised to  
make the alterations

*Brian Warters*

BRIAN WARTERS - AUSTRALIAN

Page 44 of 68

2/17

45107152

DELETE

DELETE

DELETE

DELETE

DELETE

Title reference	Dealing number
442/1008879	AB913279
4430-62	AC383812
45/5709	6792123
<del>45/869476</del>	<del>9400945</del>
4516-91	AC694723
<del>4519-80</del>	<del>AH660237</del>
<del>4541-36</del>	<del>3201219</del>
4648/669119	AC107623
<del>47/LF54</del>	<del>AI876563</del>
4707/752015	AB396220
471/752015	AE582183
475/752056	9449716
489/48289	AB571906
492/856777	8732759
<del>4921/1056080</del>	<del>AA704387</del>
5/1046090	7051590
5/1064339	7963495
5/1130105	AB289018
5/1142262	AF28036
5/217073	9677969

I am authorised to  
make the alterations

Brian

BRIAN HALTERN - AUSTRALIAN

Title reference	Dealing number
5/239168	AF315189
5/243380	8812328
5/249822	5208167
5/787029	5682320
5/8/1	9953933
<del>5/851846</del>	<del>2661270</del>
50/749589	5326138
<del>500/1003704</del>	<del>AD45629</del>
5007/1004785	AA129730
501/533882	6739550
51/1/1873	AB279394
<del>51/1002696</del>	<del>AE964813</del>
51/1038651	AA126316
<del>51/137403</del>	<del>AB578755</del>
<del>51/712555</del>	<del>8177024</del>
51/863148	5223323
52/524952	8411043
52/866480	7992889
52/884307B	8242840
54/SP74020	AC196161

DELETE

DELETE

DELETE

DELETE

DELETE

I am authorised to  
make the alterations.

*John L.*

BRIAN WALTERS - ANSERED



HJ 107152

Delete

Delete

Title reference	Dealing number
541/1011498	6632190
<del>55/5197</del>	<del>AA872977</del>
55/SP74020	AC196169
56/1102034	AB55524
56/SP74020	AC196178
<del>57/SP20716</del>	<del>0675825</del>
57/SP74020	AC196185
573/789199	5188809
5789-219	AB244279
5813-83	8309905
5861-129	6046427
59/1776	5891030
590/656070	AC968341
6/1044295	3811875
6/1071601	9306542
6/5557	AA903277
6/598121	7789560
6/803648	7795915
6/837052	8504339
6/SP45388	7885084

I am authorised to  
 make the alterations -  
 Brian

Brian Winters - Avserr

FD 107152

Title reference	Dealing number
6000/1018860	7727518
601/1052124A	AB178209
601/1052124B	AB178209
61/24151	8648965
61/7051	7979244
<del>61/SP80568</del>	<del>AH175115</del>
6110/1188980	9691429
612-74	9953925
612/628020	6862106
62/570271	AF793332
621/1128314	3301465
6211-38	2521022
<del>65/LF49</del>	<del>A1411656</del>
6544-49	2520907
671/1093309	AF556150
<del>678/729635</del>	<del>6775436</del>
<del>67A/D/1687</del>	<del>AG798889</del>
<del>6861-195</del>	<del>AH763658</del>
<del>7/19329</del>	<del>6743584</del>
7/2/6039	9854856

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I am authorised to  
make the alterations.

B. H. E.

BRIAN WATERS - AUSTRALIAN

N = NOT

ANNEXURE A

Title reference	Dealing number
<del>7/238484</del>	<del>AD797756</del>
7/244775	5785933
7/803648	7459626
7/876736	7228823
7/SP42059	6307390
70/786275	8420124
7028/1077148	BK 4411 NO 758
7032-139	AE366622
71/647973	3305744
<del>7306-107</del>	<del>AH660331</del>
74/755245	AA533582
7524-52	AE754325
76/668028	8812315
763/1038433	8813455
7674-28	9817281
<del>7780-144</del>	<del>AH660281</del>
<del>8/220753</del>	<del>2567295</del>
8/262534	9448391
8/56/5818	AE175267
8/57765	7569060

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BRIAN WATTERS - AUSTRALIAN

Title reference	Dealing number
8/5843	6872885
8/710369	6114428
8/815452	2763544
80/1107759	AB208814
81/1033767	AC13675
8112-13	8468377
8322-22	5573582
8393-144	AB143658
86/852750	8739334
8629-108	AF592398
8641-209	AC939412
8652-102	5298940
8663-90	7259885
9/1046092	9572069
<del>9/1047085</del>	<del>AI887425</del>
9/233037	2760350
9/803648	5587142
92/1595	7245581
92/773545	8056391
9276-192	AD910333

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I am authorised to  
make the alterations.

*[Signature]*

BRIAN WARTERS - AUSTRALIAN

DELETE

Title reference	Dealing number
<del>96/750043</del>	<del>AH784565</del>
97/36281	8460264
9760-194	7347807
9866-191	AB401863
A/100087	7945715
A/109269	6739518
A/181198	2633539
A/350610	AG96048
A/361014	8306894
A/361213	AB458006
A/377985	8622533
A/397771	7901979
A/404585	2678227
A/408174	AA727196
A/420095	2517651
A/89193	AA11535
A/936699	9369311
A/939656	5381783
<del>AY/400258</del>	<del>AC8980</del>
B/101882	AF285401

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I am authorised to  
 make the alterations.  
 Brian

BRIAN NANTERS - AUSTRALIAN

Title reference	Dealing number
B/159379	BK 4252 NO 76
B/330260	AC788657
B/335264	5634824
B/337800	7136270
B/356688	AA765543
B/366113	9219205
B/369309	AE49682
B/376105	AE754325
B/384571	5183787
B/387825	5111372
B/398334	8026059
B/420299	AC894693
<del>C/25598</del>	<del>AE221842</del>
<del>C/25598</del>	<del>AE221842</del>
C/308525	AC704441
C/321515	7322902
C/358076	7456203
C/383872	8083352
<del>C/410232</del>	<del>AE221842</del>
<del>G/410232</del>	<del>AE221842</del>
C/446348	6281092
CP/SP11378	2976431

DELETE

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I am authorised to  
make the alterations

*Brian Walters*

Brian Walters - A/Sec(1)

AJ 107152

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Title reference	Dealing number
CP/SP11378	2976432
<del>CP/SP11949</del>	<del>6499930</del>
CP/SP12106	AE39852
CP/SP125	9253448
CP/SP14063	5945455
CP/SP15878	8453272
CP/SP17747	AB675417
CP/SP22953	AE299373
CP/SP31864	8561371
CP/SP32885	8561524
CP/SP33259	AA286250
CP/SP33827	8530709
CP/SP3395	9812442
CP/SP34104	5555978
CP/SP35749	7345084
CP/SP35902	7105262
CP/SP36126	6384415
CP/SP37718	8471599
CP/SP38125	AC728274
CP/SP39042	2433766

I am authorised to  
 make the alteration  
 Brian Warters - AUSA(1).

AJ 101152

Title reference	Dealing number
CP/SP39185	6017753
CP/SP40218	8333184
CP/SP40574	6933299
CP/SP44724	AC186689
CP/SP47027	6046411
CP/SP4720	AE986043
CP/SP4745	AC471883
CP/SP47754	9560290
CP/SP47844	6123323
CP/SP48187	7950729
CP/SP48544	5332430
CP/SP49302	3228409
CP/SP49496	AA745950
CP/SP49583	6632234
CP/SP49688	3530790
CP/SP50164	5308353
CP/SP50530	3033791
CP/SP50774	5779628
CP/SP50844	7675720
CP/SP50865	2179798



AJ 107152

Title reference	Dealing number
CP/SP51339	5860920
CP/SP51487	7473402
CP/SP51507	2878079
CP/SP51517	AA621302
CP/SP51649	5502963
CP/SP51893	7067554
CP/SP52024	6739570
CP/SP52108	2253805
CP/SP52146	6146870
CP/SP52152	3737196
CP/SP52555	2161458
CP/SP52634	5388563
CP/SP5267	7137920
CP/SP52720	5723325
CP/SP53188	3096424
CP/SP53194	8321153
CP/SP53211	2405880
CP/SP53557	5177113
CP/SP53757	7660158
CP/SP53826	9764012

AJ 107152

Title reference	Dealing number
CP/SP54026	5322352
CP/SP54107	2756921
CP/SP54207	5987629
CP/SP54229	6069237
CP/SP54337	6232921
CP/SP54663	3003711
CP/SP54664	7994193
CP/SP54721	AA621302
CP/SP54729	7259782
CP/SP55419	9027255
CP/SP55507	9470688
CP/SP55540	5840315
CP/SP55773	6577562
CP/SP55792	3472116
CP/SP56005	AA578203
CP/SP56117	6181113
CP/SP56204	5533926
CP/SP56372	8631854
CP/SP56443	9981416
CP/SP56587	7398412

23/01/22

Title reference	Dealing number
CP/SP56647	5555986
CP/SP56722	6684020
CP/SP56766	3849254
CP/SP56963	6266792
CP/SP56970	6593126
CP/SP57164	6452259
CP/SP57328	5823634
CP/SP57504	3686309
CP/SP57520	2630831
CP/SP57623	9634407
CP/SP57702	6577537
CP/SP57770	7221193
CP/SP57860	2419562
CP/SP58060	5278885
CP/SP58068	5317823
CP/SP58146	5338649
CP/SP58395	5336368
<del>GP/SP58457</del>	<del>8476593</del>
CP/SP58606	AF854469
CP/SP58714	7918904

DELETE

I am authorised to  
make the alteration

*Brian Winters*

BRIAN WINTERS - AUSTRALIA

AJ 107152

Title reference	Dealing number
CP/SP58766	5541242
CP/SP58848	5574611
CP/SP58857	7347507
CP/SP60040	7242874
CP/SP60114	5706237
CP/SP60182	AA621302
CP/SP60199	7141859
CP/SP60227	5782594
CP/SP60285	2715876
CP/SP60306	7100418
CP/SP60339	5837388
CP/SP60375	7662937
CP/SP60516	5623812
CP/SP60590	5767511
CP/SP60834	7242934
CP/SP60848	AA787961
CP/SP60918	8923174
CP/SP61125	7456146
CP/SP61131	8054644
CP/SP61139	AH205016

FILM WITH AJ 107152



Telephone No. (02) 9269 2906  
Facsimile No. (02) 9269 2919  
Reference: M - P & I/BW -

11 March 2015

Land and Property Information  
Dealings and Registrations  
GPO Box 15  
Sydney NSW 2000

570 George Street  
Sydney NSW 2000  
All mail to GPO Box 4009  
Sydney NSW 2001  
[www.ausgrid.com.au](http://www.ausgrid.com.au)  
T +61 2 131 525  
F +61 2 9269 2830

Attention Delia Smith,

In relation to the "Change of Name" Deed lodged by Ausgrid could you please make the following amendments.

Could you please delete title 1/252162 (AH763658) from the schedule.

Could you also reinstate titles C/25598 & C/410232 (AE221842) to the schedule

Should you require further information please contact Mr Brian Warters telephone 9269 2906.

Yours faithfully,

A handwritten signature in black ink, appearing to read "B. Warters", written over a horizontal line.

BRIAN WARTERS  
For **MANAGER - PROPERTY PORTFOLIO**

Reg:R090305 /Doc:DL AM073973 /Rev:20-Jan-2017 /NSW LRS /Pgs:ALL /Prt:09-Feb-2023 16:28 /Seq:1 of 2  
 © Office of the Registrar-General /Src:InfoTrack /Ref:230010

Licence: 05-11-669  
 Licensee: Softdocs  
 Barrier Perry

**VARIATION OF LEASE**

New South Wales  
 Real Property Act 1900

**AM73973T**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

(A) **TORRENS TITLE** C/446348 PART being the premises shown on the plan annexed to registered Lease T214151 described as "Substation Premises No1567 'Chisholm Rd No 1'" together with right of way & easement

(B) **HEAD LEASE** Number Torrens Title

(C) **LODGED BY**

Document Collection Box 390G	Name, Address or DX, Telephone, and Customer Account Number if any SPECTRUM LEGAL 13149321 Reference (optional): 163339 -BP-	CODE <b>VL</b>
---------------------------------	--	-------------------

(D) **LESSOR** DIC AUSTRALIA PTY LIMITED (formerly known as COATES BROTHERS AUSTRALIA PTY LTD)  
ACN 000 079 550

(E) **LEASE VARIED** 6281092

(F) **LESSEE** AUSGRID ABN 67 505 337 385 (now known as ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385)  
*Authorised to make this amendment by solicitor 9/1/17*

(G) 1. The rent is \$ N/A to N/A dollars and cents  
 (\$ ) per on and as from

2. The term is increased to 20 years 0 months and 0 days, so as to expire on 30 November 2036

3. The option to renew is N/A

4. The provisions of the lease are N/A as set out in annexure hereto.

DATE 13/01/2017

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.  
 Company: DIC AUSTRALIA PTY LIMITED (ACN 000 079 550)  
 Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: *[Signature]*  
 Name of authorised person: IAN SOHNS  
 Office held: MANAGING DIRECTOR

I certify I am an eligible witness and that the lessee's attorney signed this dealing in my presence.  
 [See note\* below]

Signature of witness: *[Signature]*  
 Name of witness: Emrah Aydin  
 Address of witness: 32 Fortunate St.  
 Prestons NSW 2170.

Signature of authorised person: *[Signature]*  
 Name of authorised person: MICHAEL SYMONSON  
 Office held: COMPANY SECRETARY

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

See Annexure A  
 Signature of attorney:  
 Attorney's name:  
 Signing on behalf of: AUSGRID ABN 67 505 337 385  
 Power of attorney Book: 4693 No: 331

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.


Reg:R090305 /Doc:DL AM073973 /Rev:20-Jan-2017 /NSW LRS /Pgs:ALL /Prt:09-Feb-2023 16:28 /Seq:2 of 2  
© Office of the Registrar-General /Src:InfoTrack /Ref:230010  
Annexure A to VARIATION OF LEASE

Parties: DIC Australia Pty Ltd to Ausgrid (now known as Alpha Distribution Ministerial Holding Corporation)

Dated: 13 / 01 / 2017

I certify I am an eligible witness and that the authorised officer of the lessee signed this dealing in my presence.  
[See note\* below]

Signature of witness:



Name of witness:

DAMIEN HUGHES

Address of witness:

126 Phillip St  
Sydney NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:



Authorised officer's name: Angelo Kribetos

Authority of officer: As agent for Rob Whitfield, Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015).

Signing on behalf of: ALPHA DISTRIBUTION  
MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.



CUMBERLAND  
CITY COUNCIL

**APPLICANT:** Infotrack  
Gpo Box 4029  
SYDNEY NSW 2000

### **PLANNING CERTIFICATE**

Issued under section 10.7(2) & (5) Environmental Planning and Assessment Act 1979

---

**Property:** 323 Chisholm Road AUBURN NSW 2144  
**Title:** Lot C DP 446348  
**Land No:** 29469  
**Certificate No:** PC2024/0362  
**Certificate Date:** 30/01/2024  
**Applicant's Ref:** 2400428

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160  
T 02 8757 9000 E [council@cumberland.nsw.gov.au](mailto:council@cumberland.nsw.gov.au) W [cumberland.nsw.gov.au](http://cumberland.nsw.gov.au)  
ABN 22 798 563 329

**Welcome** *Belong Succeed*



---

## SECTION 10.7(2)

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

---

### ITEM 1 - Names of relevant planning instruments and DCPs

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

Cumberland Local Environmental Plan 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing) 2021  
State Environmental Planning Policy (Industry and Employment) 2021  
State Environmental Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Resource and Energy) 2021  
State Environmental Planning Policy (Transport and Infrastructure) 2021  
State Environmental Planning Policy No. 65 - Design Quality of Residential Apartment Development  
State Environmental Planning Policy (Sustainable Buildings) 2022

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

Cumberland Development Control Plan 2021

**2. *The following proposed environmental planning instruments and development control plans apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:***

No proposed environmental planning instruments apply

No proposed development control plans apply

**In this item** - proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

---

### ITEM 2 - Zoning and land use under relevant planning instruments

**1. (a) *Zoning details in the environmental planning instruments identified in ITEM 1(1) above***

**Zone E4 General Industrial**

**1. Objectives of zone**

- To provide a range of industrial, warehouse, logistics and related land uses.
- To ensure the efficient and viable use of land for industrial uses.
- To minimise any adverse effect of industry on other land uses.
- To encourage employment opportunities.
- To enable limited non-industrial land uses that provide facilities and services to meet the needs of businesses and workers.

**2. Permitted without consent**

Nil

**3. Permitted with consent**

Centre-based child care facilities; Depots; Food and drink premises; Freight transport facilities; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Liquid fuel depots; Local distribution premises; Markets; Neighbourhood shops; Oyster aquaculture; Plant nurseries; Rural supplies; school based childcare; Take away food and drink premises; Tank-based aquaculture; Timber yards; Warehouse or distribution centres; Any other development not specified in item 2 or 4

**4. Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Early education and care facilities; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home businesses; Home occupations; Home occupations (sex services); Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Water supply systems; Wharf or boating facilities

**(b) Additional permitted uses**

No additional uses apply

**(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?**

No fixed minimum land dimensions apply to this land

**(d) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?**

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016).

**(e) Is the land within a heritage conservation area?**

The land is not within a heritage conservation area

**(f) Is there a heritage item situated on the land?**

There are no heritage items situated on the land

**2. (a) Zoning details in the proposed environmental planning instruments identified in ITEM 1(2) above**

No draft zoning applies to the land

**(b) Additional permitted uses**

No draft additional uses apply

**(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?**

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

**(d) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?**

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016) under a draft environmental planning instrument.

**(e) Is the land within a draft heritage conservation area?**

The land is not within a draft heritage conservation area

**(f) Is there a draft heritage item situated on the land?**

There are no draft heritage items situated on the land

---

**ITEM 3 - Contributions plans**

**1. The name of the contributions plan applying to the land is:**

Cumberland Local Infrastructure Contributions Plan 2020

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

**2. The name of the draft contributions plan applying to the land is:**

No draft contributions plan applies.

---

**ITEM 4 - Complying Development Exclusions**

**Is the land, land on which complying development may be carried out under 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?**

**Housing Code**

Yes, under the Housing Code complying development may be carried out on the land.

**Rural Housing Code**

Yes, under the Rural Housing Code complying development may be carried out on the land.

**Low Rise Housing Diversity Code**

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

***Housing Alterations Code***

Yes, under the Housing Alterations Code complying development may be carried out on the land.

***General Development Code***

Yes, under the General Development Code complying development may be carried out on the land.

***Industrial and Business Alterations Code***

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

***Industrial and Business Buildings Code***

Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

***Container Recycling Facilities Code***

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

***Subdivisions Code***

Yes, under the Subdivisions Code complying development may be carried out on the land.

***Demolition Code***

Yes, under the Demolition Code complying development may be carried out on the land.

***Fire Safety Code***

Yes, under the Fire Safety Code complying development may be carried out on the land.

***Agritourism and Farm Stay Accommodation Code***

Yes, under the Agritourism and Farm Stay Accommodation Code complying development may be carried out on the land.

---

**ITEM 5 - Exempt Development Exclusions**

***Is the land, land on which exempt development may be carried out under clauses 1.16(1)(b1) to (d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?***

Yes

---

**ITEM 6 - Affected building notices and building product rectification orders**

**1. Is any affected building notice in force in respect of the land?**

No

2. Is any building product rectification order in force in respect of the land that has not been fully complied with?

No

3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?

No

In this item –

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

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

---

#### ITEM 7 - Land reserved for acquisition

*Does an environmental planning instrument, or proposed environmental planning instrument referred to in item 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.*

No

---

#### ITEM 8 - Road widening and road realignment

*Is the land affected by any road widening or road realignment under:*

- (a) Division 2 of Part 3 of the Roads Act 1993; or  
(b) Any environmental planning instrument; or  
(c) Any resolution of the Council?

No

---

#### ITEM 9 - Flood related development controls information

1. *Is development on the land or part of the land located within a flood planning area and subject to flood related development controls.*

Yes

2. *Is the land or part of the land between the flood planning area and the probable maximum flood (PMF) and subject to flood-related development controls.*

No

In this item-

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

**Flood Risk Management Manual** means the Flood Risk Management Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.

**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

---

**ITEM 10 - Council and other public authority policies on hazard risk restrictions**

**(a) *Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-***

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No, see below
(vi)	land contamination	No
(vii)	aircraft noise	No
(viii)	salinity	No, see below
(ix)	coastal hazards	No
(x)	sea level rise	No
(xi)	Other Risk	No

**Acid Sulphate Soils:** Council has not adopted a policy on Acid Sulphate Soils, however Acid Sulphate Soils have been mapped (refer to Cumberland Local Environmental Plan 2021 Acid Sulphate Soils Maps). Clause 6.1 of the LEP must be addressed if development is proposed where there are Acid Sulphate Soils.

**Salinity:** Council has not adopted a policy on Salinity, however Salinity have been mapped (refer to Cumberland Local Environmental Plan 2021 Salinity Maps). Clause 6.9 of the LEP states that Salinity must be considered prior to the approval of the development if the land is identified in the Salinity Map.

**(b) *Whether or not the land is affected by a policy adopted by another public authority (if the public authority has notified the council that the policy will be included in a planning certificate issued by the council) that restricts the development of the land because of the likelihood of:-***

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	aircraft noise	No
(viii)	salinity	No
(ix)	coastal hazards	No
(x)	sea level rise	No
(xi)	Other Risk	No

---

**ITEM 11 - Bush fire prone land**

None of the land is bush fire prone land.

---

**ITEM 12 - Loose - fill asbestos insulation**

***Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?***

No. Contact NSW Fair Trading for more information.

---

**ITEM 13 - Mine subsidence**

***Is the land proclaimed to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?***

No

---

**ITEM 14 - Paper subdivision information**

***Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?***

No

---

**ITEM 15 - Property vegetation plans**

***Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?***

No

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**ITEM 16 - Biodiversity stewardship sites**

***Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016?***

No

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

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**ITEM 17 - Biodiversity certified land**

***Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?***

No

**Note** - Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

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**ITEM 18 - Orders under Trees (Disputes Between Neighbours) Act 2006**

***Has Council been notified that 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?***

No

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**ITEM 19 - Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

***Has the owner (or any previous owner) of the land 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)?***

No

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**ITEM 20 - Western Sydney Aerotropolis**

State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis does not apply to the land.

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**ITEM 21 - Development consent conditions for seniors housing**

***If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, are there any conditions from a development consent (granted after 11 October 2007) in relation to the land that are of the kind set out in clause 88(2) of the Policy.***

Conditions from a development consent (granted after 11 October 2007) are registered on title if they are of a kind set out in clause 88(2) of the State Environmental Planning Policy (Housing) 2021.

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**ITEM 22 - Site compatibility certificates and development consent conditions for affordable rental housing.**

- 1. *Is Council aware of a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land?***

No

- 2. *If of State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions from a development consent in relation to the land that are of the kind set out in clause 21(1) or 40(1) of the Policy.***

Conditions from a development consent are registered on title if they are of a kind set out in clause 22(1) or 40 (1) of the State Environmental Planning Policy (Housing) 2021.

- 3. *Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of development consent in relation to the land?***



Conditions from a development consent are registered on title if they are of a kind set out in clause 17(1) or 38(1) of the State Environmental Planning Policy (Affordable Rental Housing) 2009.

In this item –

**former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

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**Matters arising under Section 59(2) of the Contaminated Land Management Act 1997(CLM Act).**

***At the date of this certificate, is the land (or part of the land) to which this certificate relates to:***

**(a) *Significantly contaminated land within the meaning of the CLM Act?***

No

**(b) *Subject to a management order within the meaning of the CLM Act?***

No

**(c) *Subject to an approved voluntary management proposal within the meaning of the CLM Act?***

No

**(d) *Subject to an ongoing maintenance order within the meaning of the CLM Act?***

No

**(e) *Subject of a site audit statement and a copy of such a statement has been provided to the Council?***

No

**Note:** This information was sourced from the record under section 58 of the Contaminated Land Management Act 1997. If the land does not appear on the record, it may still be affected by contamination. For example: Contamination may be present, but the site has not been regulated by the EPA under the *Contaminated Land Management Act 1997*.

The EPA may be regulating contamination at the site through a license or notice under the Protection of the *Environment Operations Act 1997*.

Contamination at the site may be managed under the *State Environmental Planning Policy No 55-Remediation of Land*.

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**SECTION 10.7(5) INFORMATION**

**In accordance with section 10.7(5) of the Act the following advice is given on other relevant matters affecting the land.**

**1. *Coastal matters and projected sea level rise***

Council has been notified that the Department of Planning has adopted the New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010). The guideline can be

viewed at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au). The applicant should also refer to projected sea level rise low, medium and high scenario maps on [http://www.ozcoasts.org.au/climate/Map\\_images/Sydney/mapLevel2.jsp](http://www.ozcoasts.org.au/climate/Map_images/Sydney/mapLevel2.jsp) for further information.

**2. Acid Sulfate**

The land is affected by Acid Sulfate Soils class 5. Development consent is required for certain works on this land. Refer to the Cumberland Local Environmental Plan 2021.

**3. Other Advice**

Other advice will be detailed below if applicable.

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## GENERAL INFORMATION

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

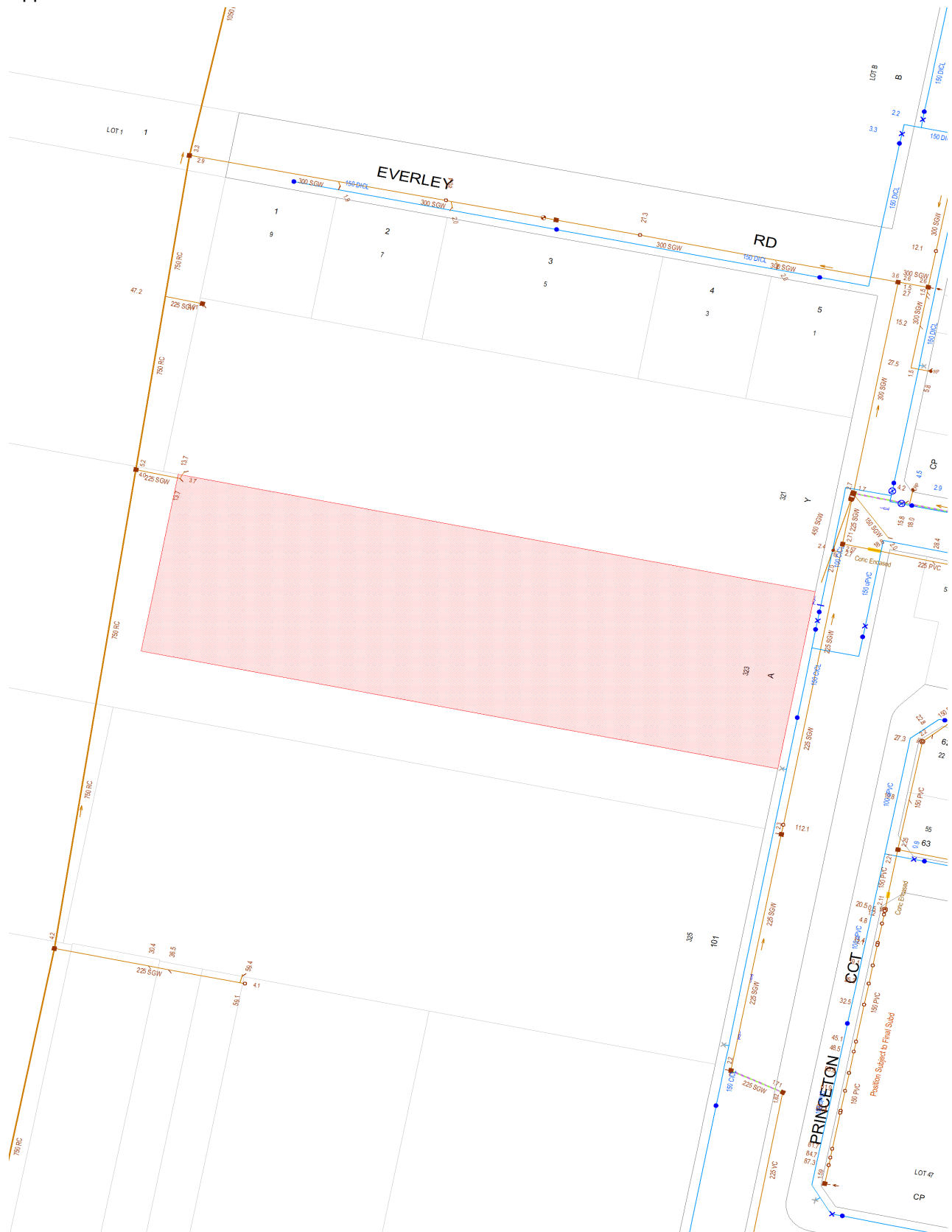
Please contact Council's Strategic Planning section for further information about this Planning Certificate.

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Peter J. Fitzgerald  
**GENERAL MANAGER**

## Service Location Print

Application Number: 8002251714

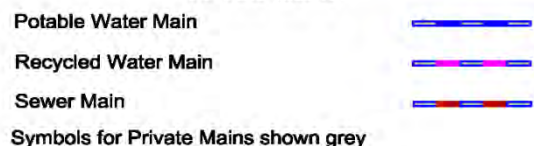


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## Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## Legend



## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

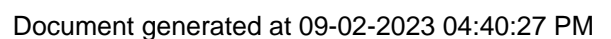
**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

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Application Number: 8002251733



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