

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

VENDOR		PURCHASER	
Signed by _____ Vendor _____ Vendor		Signed by _____ Purchaser _____ Purchaser	
VENDOR (COMPANY)		PURCHASER (COMPANY)	
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held		Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held	

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 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>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
---	---

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

Civium Strata

Locked Bag 8300 Canberra ACT 2601

Ph: 1300 724 256 E: clientservices@civium.com.au

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:

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

 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 served 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"> • the issuer; • the expiry date (if any); and • the amount;
<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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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.

2/91-93 WENTWORTH RD, STRATHFIELD 2135

ADDITIONAL CONDITIONS
 Supplementary to the Contract for Sale and
 Purchase of Land – 2022 Edition

33. Interpretation

In these Additional Conditions, unless the context otherwise requires:

- 33.1 “Completion Date” means the date for completion as noted on the front page of this Contract;
- 33.2 The Additional Conditions must be read subject to any rights granted to the Vendor or Purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded;
- 33.3 Should there be any conflict or inconsistency between these Additional Conditions and the clauses 1 to 32 (inclusive) of this Contract, these Additional Clauses shall prevail to the extent of that conflict or inconsistency;
- 33.4 All headings are for the convenience of reference only and neither form part of the substance of this Contract nor affect the interpretation of any of its provisions, whether express or implied;
- 33.5 The singular includes the plural and conversely. Words importing one gender include all other genders and the word “*person*” or “*party*” includes corporations or any other legal entity;
- 33.6 A reference to a “person” or “party” includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- 33.7 The words “includes” or “including” or other similar expressions in any form or context are not to be taken as a limitation;
- 33.8 A party that is a trustee is bound by this Contract both in that capacity and personally;
- 33.9 An agreement, covenant, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- 33.10 An agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
- 33.11 If any provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.
- 33.12 No provision of this Contract will be interpreted against a party on the basis that all or part of the provision was drafted by or on behalf of the party;

- 33.13 This Contract is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there; and
- 33.14 The provisions of this Contract having application after completion continue to apply despite completion.

34. Amendments to printed clauses

Clauses 1 to 32 (inclusive) of this Contract are amended as follows:

- a) in clause 6.1, substitute for the words contained in the second set of brackets: “(if such error or misdescription substantially and adversely affects the property, the title or anything else)”;
- b) in clause 7.1, replace the words “that are not” with the word “including”;
- c) in clause 7.1.1, delete “5% of the price” and substitute in its place “\$1”;
- d) in clause 7.2.1, substitute the figure “10%” for the figure “1%”;
- e) in clause 7.2.6, add to the end of the clause the words “and the amount held and all net interest must be paid to the Vendor forthwith”;
- f) in clause 8, insert the words “or a claim (including a claim for compensation)” immediately after the word “requisition”;
- g) in clause 8.1.1, delete the words “, on reasonable grounds,”;
- h) in clause 8.1.2, delete the words “and those grounds”;
- i) delete clause 8.2.2;
- j) in clause 10, delete “or” at the end of subclause 10.1.8 and add “or” to the end of subclause 10.1.9 and add:
“10.1.10 any claim, grant, notice, order or declaration relating to native title, land rights or heritage protection under legislation, the common law or otherwise.”
- k) in clause 10.1, insert the words “or objection or delay completion” immediately after the word “or requisition”;
- l) in clause 10.1.8, replace the word “substance” with the word “existence”;
- m) in clause 10.2, insert the words “make a claim, objection, requisition, delay completion” before the word “rescind”;
- n) Not Used.
- o) in clause 14.2, delete “; and” at the end of clause 14.2.1 and delete clause 14.2.2;
- p) Not Used.
- q) in clause 19, insert clause 19.3 as follows:
“19.3 Despite any provision of this Contract, the only remedy available to the Purchaser for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2022 (as amended) shall be the remedy prescribed by the Regulation.”
- r) from clause 23.5, replace the words “under clause 14.1” with “in a manner substantially the same as that provided under clause 14.1”;
- s) in clause 23.5.2, delete the words “but is disclosed in this contract”;
- t) delete clauses 23.6.1, 23.7, 23.9, 23.13 and 23.14;
- u) in clause 24.4.3, replace the wording of the first bullet point entirely with “on completion, a proper notice of the transfer (an attornment notice) addressed to the tenant”;
- v) delete clauses 29;
- w) in clause 30.7, delete “, but the vendor must pay the purchaser’s additional expenses, including any agency or mortgage fee”;
- x) in clause 31.2, replace the words “5 business days” with “2 days”; and
- y) in clause 31.5, insert “, and the purchaser must not withhold any part of the price on account of any *FRCGW remittance* and must cancel or withdraw any purchaser payment notification if submitted under clause 31.3” immediately before the full stop.

35. Section 184/Section 26 Certificate

This clause applies only if the Property (or any part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in any of the aforementioned Scheme).

- 35.1 The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the Section 184 Certificate under the *Strata Schemes Management Act 2015* (NSW) or for the Section 171 Certificate under the *Community Land Management Act 2021* (NSW). The Purchaser shall not be entitled to delay completion or make any claim, requisition or objection arising from the Purchaser's failure to apply for the said Certificate.
- 35.2 The Vendor hereby authorises the Purchaser to apply for the Section 184 Certificate under the *Strata Schemes Management Act 2015* (NSW) or for the Section 171 Certificate under the *Community Land Management Act 2021* (NSW) in relation to the Lot.

36. Notice to Complete

36.1 Issue of notice

- a) If completion does not occur on or before the Completion Date, at any time thereafter either party (not then being in default under this Contract) may serve on the other a Notice to Complete requiring completion of this Contract by 4.30pm on a specified business day being not less than ten (10) business days ("**Notice Period**") after the date of service of the Notice to Complete.
- b) The parties agree that:
 - i. the Notice Period is sufficient and reasonable in all circumstances for the purpose of serving a Notice to Complete; and
 - ii. time will be essential for compliance with any Notice to Complete.

36.2 Notice period

- a) the Notice Period commences at 4.30pm on the day on which the Notice to Complete is served, provided that it is served by 5.00pm on that day.
- b) a party who has served a Notice to Complete may at any time before the expiry of the Notice Period, give to the other written notice either withdrawing the Notice to Complete or extending the Notice Period, in either case without any limitation as to frequency.

36.3 Costs

Where the Vendor issues a Notice to Complete, the Purchaser must in addition to any other money payable under this Contract pay the Vendor's solicitor a GST inclusive fee of \$440.00 on completion as agreed reasonable costs arising from the issue of the Notice to Complete.

37. Interest

37.1 Payment of interest

If completion does not occur on or before the Completion Date, the Purchaser shall pay as agreed liquidated damages to the Vendor on completion interest calculated:

- a) daily at the rate of 10% per annum; and
- b) on the unpaid balance of the Price,

in respect of the period ("**Interest Period**") commencing on the day following the Completion Date and ending on the day on which completion actually takes place.

Despite Clause 14, adjustments are to be made as at the earliest of the Completion Date, the date possession is given to the Purchaser and the date of actual completion.

37.2 Essential term

Payment of interest in accordance with Additional Condition 37.1 is an essential term of this Contract. Until and unless the interest payable under Additional Condition 37.1 (in addition to the balance of the Price and any other amount payable by the Purchaser to the Vendor under this Contract) is or will be paid by the Purchaser to the Vendor on completion, the Purchaser cannot require the Vendor to complete this Contract.

37.3 Genuine estimate of loss

The Purchaser acknowledges and agrees that the interest payable under Additional Condition 37.1 is a genuine pre-estimate of the loss suffered by the Vendor due to the Purchaser's failure to complete on or before the Completion Date.

37.4 Delay by Vendor

Additional Condition 37.1 does not apply in respect of any part of the Interest Period during which completion has been delayed solely due to the fault of the Vendor. The Vendor shall not be liable to the Purchaser for any damage or loss suffered by the Purchaser due to the Vendor's failure to complete.

37.5 NOT USED

38. Rescission and Termination

Without in any manner negating or limiting or restricting any rights or remedies which would have been available at law or in equity had this Special Condition not been included, if prior to completion:

- (a) the Purchaser or the Guarantor (or any of them, if there be more than one) dies or becomes mentally ill, disordered, incapable or protected in accordance with the relevant criteria set out in the Mental Health Act 1990 or the Protected Estates Act 1983, the

Vendor may rescind this Contract by written notice to the Purchaser's solicitor or conveyancer and the provisions of Clause 19 shall apply; or

- (b) the following occurs:
 - (i) the Purchaser or the Guarantor (or any of them, if there be more than one) resolves to enter into liquidation or provisional liquidation;
 - (ii) a petition for the winding-up of the Purchaser or the Guarantor (or any of them, if there be more than one) is presented and not withdrawn within 20 days after presentation;
 - (iii) a summons is presented for the winding-up of the Purchaser or the Guarantor (or any of them, if there be more than one);
 - (iv) the Purchaser or the Guarantor (or any of them, if there be more than one) enters into any scheme or arrangement with its creditors;
 - (v) any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator is appointed in respect of the Purchaser or the Guarantor (or any of them, if there be more than one) or in respect of any asset of the Purchaser or the Guarantor (or any of them, if there be more than one); or
 - (vi) an application for bankruptcy is made against the Purchaser or the Guarantor (or any of them, if there be more than one), or
- (c) the Purchaser entered into this Contract in its capacity as the trustee of a trust, and then ceases to be the trustee of that trust,

then the Vendor may terminate this Contract by notice in writing to the Purchaser at any time whereupon Clause 9 shall apply.

39. Acknowledgements by Purchaser

- 39.1 This Additional Condition 39 does not restrict or remove the rights of the Purchaser under any condition or warranty implied into this Contract by any law, if to do so would contravene that law or make any part of this Additional Condition void.
- 39.2 The Purchaser acknowledges and agrees that in entering into this Contract:
 - a) he has relied exclusively on his, or his representative's investigation and inspection of the Property (including, without limitation, the use to which it may be put and any restrictions applicable to that use) except to the extent of the disclosures, warranties, and representations by the Vendor expressly provided in this Contract and its annexures;
 - b) he accepts the Property in its present state of repair and condition with all faults and defects, whether latent or patent, including any infestation, environmental hazard, contamination or dilapidation and any non-compliance with any laws (including any strata by-laws);
 - c) neither the Vendor nor any person on behalf of the Vendor has made any representation, warranty or guarantee in respect of any quality, fitness or compliance (or non-compliance) in respect of the Property (or any part thereof);

- d) the Vendor has not authorised any person to make any representation, warranty or guarantee in respect of any quality, fitness or compliance (or non-compliance) in respect of the Property (or any part thereof); and
- e) any representation, warranty or guarantee of the Vendor or any person on behalf of the Vendor is hereby excluded to the maximum extent permitted by law.

39.3 In consideration of the Vendor agreeing to accept the Price and enter into the Contract with the Purchaser, the Purchaser hereby releases (to the maximum extent permitted by law) the Vendor from and against all claims, liabilities, costs, expenses, actions, losses, suits, charges, demands, causes of action or proceeding of any kind in respect of the present state and condition of the Property. The Purchaser shall not require the Vendor to undertake any works or to expend any money in respect of the Property having regards to its present state and condition (subject to fair wear and tear).

39.4 No objection, requisition or claim shall be made in respect of, nor shall the Purchaser be entitled to rescind, terminate or delay completion of this Contract by reason of any of the matters relating to the Property referred to in this Additional Condition 39.

39.5 This Additional Condition 39 does not merge upon completion of this Contract and shall survive any rescission or termination of the Contract.

40. Inclusions and keys

40.1 The Vendor has not made and does not make any representation or warranty as to the state of repair, serviceability, decay, safety or operation of the Inclusions and of any appliance, element, motor, system, chattel or fixture in the Property and the Purchaser shall accept the same on completion in the same condition as at the date of this Contract. The Vendor need not give formal delivery of the Inclusions or provide any instructions, warranties or manuals for any such appliances, systems or services; nor is the Vendor responsible for any loss, damage, breakdown, malfunction or fair wear and tear occurring to any item referred to in this Additional Condition after the date of this Contract.

40.2 The Vendor will make available for collection from the Vendor's Agent or Solicitor upon completion such keys, cards, controls and codes that are in its possession to access or secure the improvements located on the Property, but does not warrant the same (or more than one) are available for all relevant locks, alarms or access points.

41. Cancelled or rescheduled settlement

41.1 If completion of this Contract is called off, postponed or unsuccessful not solely due to the fault of the Vendor, the Purchaser will pay the Vendor's additional legal costs at \$385.00 (including GST) for re-drafting the settlement figures and rescheduling settlement and it is agreed that such amount is fair and reasonable estimate of the additional costs and expenses that the Vendor will incur. The Purchaser shall pay to the Vendor the aforesaid costs on completion.

42. Purchaser's Warranties

- 42.1 The Purchaser warrants to the Vendor that:
- a) The Purchaser has not been introduced to the Property or the Vendor by or through any agent other than the one (if any) named on the front page of this Contract; and
 - b) The Purchaser does not need to obtain credit as a condition of completing this Contract or, if so, he has before the date of this Contract obtained approval for sufficient credit to finance the purchase of the Property.
- 42.2 The Purchaser acknowledges and agrees that as a consequence of the disclosure and warranty given under Additional Condition 42.1(b), the Purchaser is not entitled to terminate this Contract, whether pursuant to Section 124 of the Consumer Credit Code or otherwise.
- 42.3 The Purchaser indemnifies and keep indemnified the Vendor for and against any and all claims, loss, costs, damages, actions and liabilities incurred or may be incurred by the Vendor arising from a breach of any warranty given by the Purchaser under this Additional Condition 42.
- 42.4 The provisions of this Additional Condition 42 shall not merge on completion.

43. Deposit Provisions

- 43.1 **Deposit**
- a) Notwithstanding the amount shown for the "Deposit" on the front page of this Contract is less than 10% of the Price, the parties agree that the deposit to be paid by the purchaser as consideration for the Vendor entering into this Contract is 10% of the Price.
 - b) Despite Additional Condition 43.1(a), if the Vendor accepts on the date of this Contract an amount that is less than the 10% Deposit as part payment thereof then the balance of the 10% Deposit must be paid as an essential condition of this Contract on the Completion Date or on the date that the Vendor otherwise becomes entitled to keep or recover the Deposit.
 - c) Despite clause 2.9 of this Contract, all interest on so much of the Deposit as is paid pursuant to Additional Condition 43.1(b) and is invested shall be paid to the Vendor on completion or on the date the vendor otherwise becomes entitled to keep or recover the Deposit.
 - d) If circumstances arise which entitle the Vendor to keep or recover the Deposit:
 - i. The Purchaser must immediately pay to the Vendor the unpaid balance of the Deposit; and
 - ii. If the Purchaser fails to do so within seven (7) days from the Vendor demanding such payment, the Vendor is entitled to recover from the

Purchaser the unpaid balance of the Deposit as a liquidated debt and may exercise such other rights as are available to the Vendor whether at law or in equity.

- e) The Purchaser expressly acknowledges that, notwithstanding any communications from any party and, in particular, from the Vendor's Agent (or any representative of the Vendor), the deposit payable pursuant to this Contract is equivalent to 10% of the Price to secure the Purchaser's obligations pursuant to this Contract.

43.2 deleted.

44. Requisitions

44.1 The Purchaser must not make or serve any requisitions on title.

45. Goods and Services Tax (GST)

45.1 Definitions

In this clause:

"GST" refers to goods and services tax under a *New Tax System (Goods and Services) Act 1999* ("**GST Act**") and the terms used have the meanings as defined in the GST Act.

45.2 GST exclusive price

Notwithstanding other provisions in this Contract, the parties acknowledge that the Price is exclusive of GST. The Vendor is, and has been, occupying the property as a residence and it is residential premises under the GST Act.

- a) The Purchaser agrees, on and after completion of this sale, to use the property predominately for residential accommodation.
- b) In the event of the Vendor being liable for GST, because of the purchaser's failure to comply with Additional Condition 45.2(a), the Purchaser agrees to pay to the Vendor, within 14 days after the Vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest.
- c) The Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in form which complies with the GST Act and the regulations.

46. Error in adjustments

46.1 If, on completion of this Contract, there is any adjustment required to be made under this Contract that has been overlooked or otherwise has been calculated incorrectly, then either party shall be entitled to serve written notice on the other requesting the error to be rectified. The party liable to pay any outstanding amount shall pay such amount to the other party within 10 business days of such notice. This Additional Condition 46 does not merge on completion of the Contract.

47. Guarantor If Corporate Purchaser

- 47.1 If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the Purchaser must secure at least one natural person over the age of eighteen (18) years who is a director or a substantial shareholder of the Purchaser who will unconditionally guarantee the due performance of the Purchaser's obligation under this Contract, and the due and punctual payment by the Purchaser of the Price and all other moneys payable by the Purchaser to the Vendor under or in connection with this Contract. The Guarantee shall be in the form contained in Additional Condition 47.2.
- 47.2 **Personal Guarantee and Indemnity**
- a) The Vendor at the request of the Guarantor(s) (whose name(s) and address(es) and description(s) are set out in the Schedule at the end of these Additional Conditions) has/have agreed to sell the Property to the Purchaser and the Purchaser and the Purchaser has agreed to purchase from the Vendor the Property. The Guarantor(s) HEREBY GUARANTEE(S) the payment by the Purchaser to the Vendor of all moneys including damages to be paid by the Purchaser pursuant to this Contract at the times and in the manner therein provided and the observance and performance by the Purchaser of the terms and conditions therein contained or implied and on the part of the Purchaser to be observed and performed.
 - b) As a separate and severable covenant the Guarantor(s) agree(s) to indemnify the Vendor and keep it indemnified from and against any and all losses, claims, actions, costs, damages, charges, expenses and liabilities whatsoever that the Vendor may suffer or incur by reason of the failure or default of the Purchaser to pay all moneys to be paid by it pursuant to the said Contract at the times and in terms, conditions and covenants therein contained or implied and on the part of the Purchaser to be observed and performed.
 - c) The Guarantor(s) declares that this guarantee, the indemnity and the covenant hereby given shall be a continuing guarantee indemnity and covenant and that our liability thereunder shall not be affected or discharged by any indulgence or extension of time granted by the Vendor to the said Purchaser or of any variation of the terms and conditions of this Contract.
 - d) The Guarantors declare that this guarantee, the indemnity and the covenant hereby given shall be joint and several.

48. Exchange of Contracts by email

- 48.1 The parties agree that exchange of the counterparts of this Contract may take place by exchange of:
- a) a photocopied counterpart of this Contract signed by the Vendor (**Vendor's Photocopy Contract**); and
 - b) a photocopied counterpart of this Contract signed by the Purchaser (**Purchaser's Photocopy Contract**).
- 48.2 The parties agree that a legally binding Contract will come into existence on the terms of this Contract on the date of exchange of the Vendor's Photocopy Contract and the Purchaser's Photocopy Contract (**Exchange Date**).

- 48.3 The parties agree that the Vendor's Photocopy Contract and the Purchaser's Photocopy Contract can be exchanged via any means, including without limitation by:
- a) with the Purchaser's Photocopy Contract being swapped for the Vendor's Photocopy Contract;
 - b) the Purchaser's solicitor emailing the Vendor's solicitor the Purchaser's Photocopy Contract and the Vendor's solicitor emailing the Purchaser's solicitor the Vendor's Photocopy Contract; or
 - c) the Purchaser's solicitor faxing the Vendor's solicitor the Purchaser's Photocopy Contract and the Vendor's solicitor faxing the Purchaser's solicitor the Vendor's Photocopy Contract.
- 48.4 Neither party will raise any requisition, objection, claim for compensation or delay settlement, terminate or rescind this Contract in relation to exchange of the Vendor's Photocopy Contract and the Purchaser's Photocopy Contract in accordance with this Additional Condition 48.

49. Electronic Signature

- 49.1 The parties agree that exchange of this Contract may take place electronically by applying electronic signatures through an online platform such as DocuSign eSignature or such other platform reasonably required by the Vendor from time to time.
- 49.2 The parties intend that their electronic signatures so applied under Additional Condition 49.1 are legally binding and carry the same weight and legal effect as a pen-and-paper signature.
- 49.3 Specifically, the Purchaser consents to:
- a) receiving this Contract and other notices and documents related to the Contract electronically; and
 - b) entering into this Contract by signing its name on the Contract electronically through an online platform such as DocuSign eSignature or such other platform reasonably required by the Vendor from time to time.
- 49.4 Neither party shall raise any requisition, objection, claim for compensation or delay settlement, terminate or rescind this Contract in relation to exchange of the Contract in accordance with this Additional Condition 49.

50. Vendor not required to act

- (a) The Vendor is not required to:
- (i) carry out any repair works, alterations or improvements to the property after the contract date;
 - (ii) amend the title to the property to remove expired or obsolete dealings;
 - (iii) rectify any failure to comply with a law applicable to the property or a requirement of any authority; or
 - (iv) bear the cost of doing any of the above matters.

- (b) The Purchaser cannot make any requisition or claim, delay completion or rescind or terminate this Contract because of or in connection with any matter, fact, or thing arising from, contained in or referred to in this Special Condition.

51. Attachments

- 51.1 The Vendor does not warrant the accuracy or completeness of any matters set out in the documents attached to this Contract.
- 51.2 By entering into this Contract, the Purchaser represents to and warrants with the Vendor that:
- a) it has conducted all independent investigations, inspections and inquiries of its own as it has deemed necessary or appropriate to verify or satisfy itself as to the documents attached to this Contract and any information contained therein; and
 - b) it has relied entirely on its own independent enquiries in relation to the documents attached to this Contract
- 51.3 The Purchaser cannot make any requisition or claim, delay completion or rescind or terminate this Contract because of or in connection with any documents attached to the Contract and/or any information contained therein being or becoming incomplete or inaccurate.

52. Breach of statutory warranty by Vendor

- 52.1 If the Purchaser discovers that the Vendor has breached any warranty implied by *Conveyancing (Sale of Land) Regulation 2022*, the Purchaser must, within 3 days of discovering that breach, notify the Vendor in writing of that breach with reasonable details of the breach (**Notice of Breach**).
- 52.2 If the Purchaser properly serves a Notice of Breach pursuant to clause 52.4, then the Vendor may (but is not obliged to) serve a notice on the Purchaser (**Counter Notice**) at any time before completion:
- a. requesting the Purchaser to serve a notice on the Vendor waiving the breach irrevocably and unconditionally (**Waiver Notice**); and
 - b. indicating that the Vendor intends to rescind the Contract if the Waiver Notice is not served within 3 days of service of the Counter Notice (or such longer period as may be indicated by the Vendor in the Counter Notice).
- 52.3 The Vendor may elect to rescind this Contract if:
- a. the Vendor serves a Counter Notice; and
 - b. the Purchaser does not serve the Waiver Notice within 3 days of service of the Counter Notice (or such longer period as may be indicated by the Vendor in the Counter Notice).
- 52.4 The Vendor may not rescind this Contract if the Purchaser has served a Waiver Notice before the Vendor exercises its right to rescind under clause 52.6.

- 52.5 The Purchaser shall have no claim against the Vendor as a result of or in relation to any rescission of the Contract (except that prescribed under the *Conveyancing (Sale of Land) Regulation 2022*).

53. Sold by Auction

This special condition 53 apply if the property is sold by auction.

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock—
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
 - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land—
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator—
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (4) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock—The purchaser of livestock must

pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price—

- (a) if that amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

Schedule

Guarantor(s):

1. Full Name:

Address:

Occupation:

2. Full Name:

Address:

Occupation:

In witness hereof the said Guarantor(s) has/have hereunto set his/her/their hand(s) and seal
the day of _____ 20____ and _____

SIGNED, SEALED and DELIVERED)

by _____ and _____)

) Signature of Guarantor(s)

as Guarantor in the presence of:)

)

_____) Signature of Witness

Name of Witness

_____))

Address of Witness

SIGNED, SEALED and DELIVERED)

by _____ and _____)

) Signature of Guarantor(s)

as Guarantor in the presence of:)

)

_____) Signature of Witness

Name of Witness

_____))

Address of Witness



FOLIO: 2/SP5659

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/4/2024	1:15 PM	6	17/2/2021

LAND

LOT 2 IN STRATA PLAN 5659
AT BURWOOD
LOCAL GOVERNMENT AREA BURWOOD

FIRST SCHEDULE

ANDREW CHEE-LUN SO

IN 1/2 SHARE

MICHELLE JOY WONG

IN 1/2 SHARE

AS TENANTS IN COMMON

(T AQ807202)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP5659
- 2 AQ807203 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

PRINTED ON 8/4/2024



FOLIO: CP/SP5659

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/4/2024	1:15 PM	1	6/10/1989

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 5659
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BURWOOD
LOCAL GOVERNMENT AREA BURWOOD
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP5659

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 5659
ADDRESS FOR SERVICE OF DOCUMENTS:
91-93 WENTWORTH RD
BURWOOD 2134

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA
SCHEMES MANAGEMENT REGULATION 2016
- 3 P147348 CHANGE OF BY-LAWS
- * 4 INITIAL PERIOD EXPIRED
- * 5 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN
LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE
1-7-1974

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 12)

STRATA PLAN 5659

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- SP35567	6	- 1	7	- 1	8	- 1
9	- 1	10	- SP35567	11	- 1	12	- SP35567

STRATA PLAN 35567

LOT	ENT	LOT	ENT	LOT	ENT
13	- 1	14	- 1	15	- 1

END OF PAGE 1 - CONTINUED OVER

Pending

PRINTED ON 8/4/2024

FOLIO: CP/SP5659

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

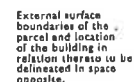
PRINTED ON 8/4/2024

* 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.

(a) State if whole or part.

(b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.

Rag. Gen.
16-9-1971



(c) Additional loss should be shown in an addendum.

SEE SHEET 2

(d) Delete if Inappropriate.

SHEET No. 2 OF 6 SHEETS

STRATA PLAN No. 5659

Schedule of Unit Entitlement		OFFICE USE ONLY	
		Current C's of T.	
Lot. N°	Unit Entitlement	Vol.	Fol.
1	1	11686-135	
2	1	11686-136	
3	1	11686-137	
4	1	11686-138	
5	1	11686-139	
6	1	11686-140	
7	1	11686-141	
8	1	11686-142	
9	1	11686-143	
10	1	11686-144	
11	1	11686-145	
12	1	11686-146	
AGGREGATE	12		

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 5659

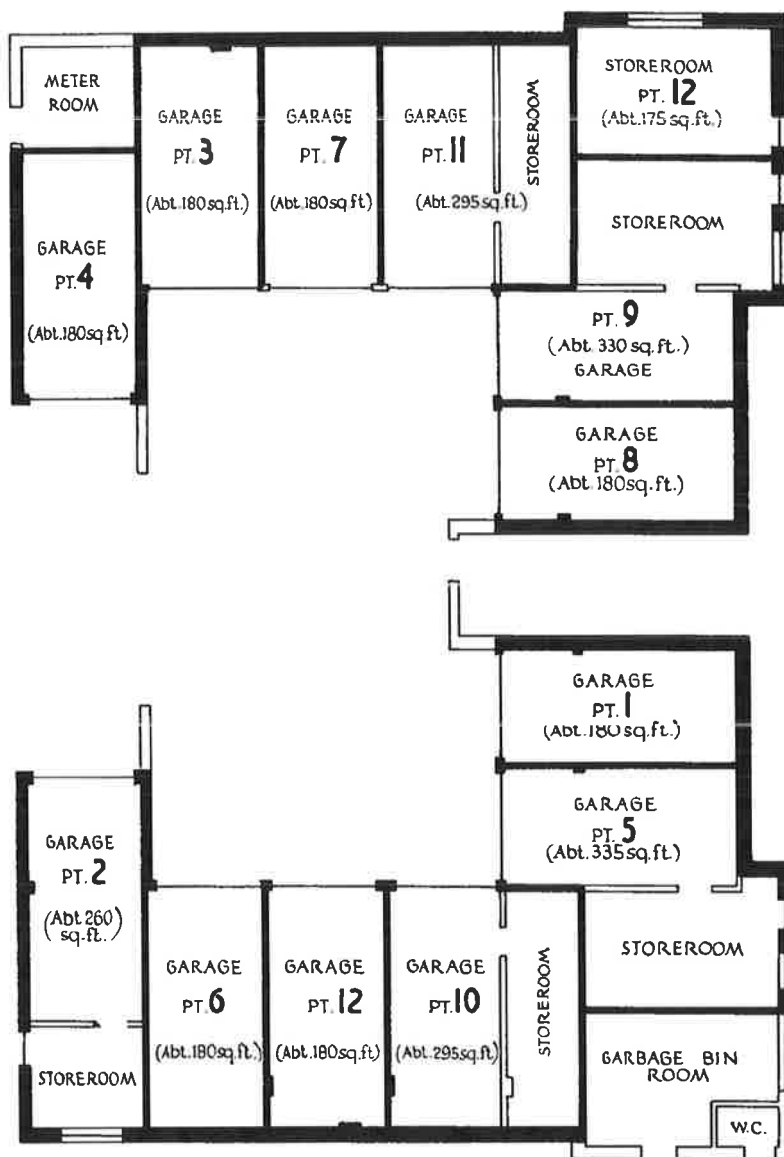
FEET	INCHES	METRES
8	-	2.44
14	-	4.265
88	-	26.82
150	-	45.72
SQ FT		SQ M
175		16.3
180		16.7
260		24.2
295		27.4
330		30.7
335		31.1
1060		98.5
1200		111.5
1240		115.2
1355		125.9
1380		128.2
1415		131.5
1460		135.6
1495		138.9
1530		142.1
1595		147.6

John F. Walsh
 DEP Council Clerk.

STRATA PLAN No. 5659

BASEMENT

SCALE: 10 feet to an inch

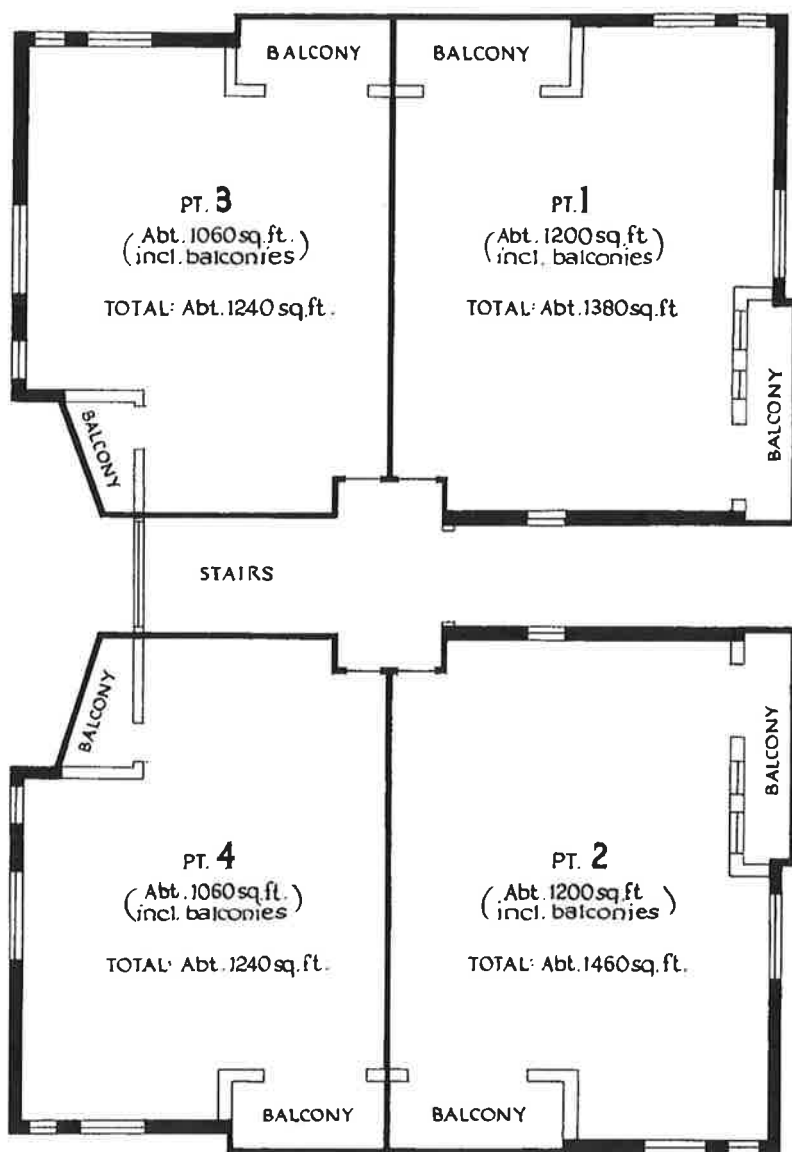


John J. Wohl
DEP. Council Clerk.

STRATA PLAN No. 5659

GROUND FLOOR

SCALE: 10 feet to an inch



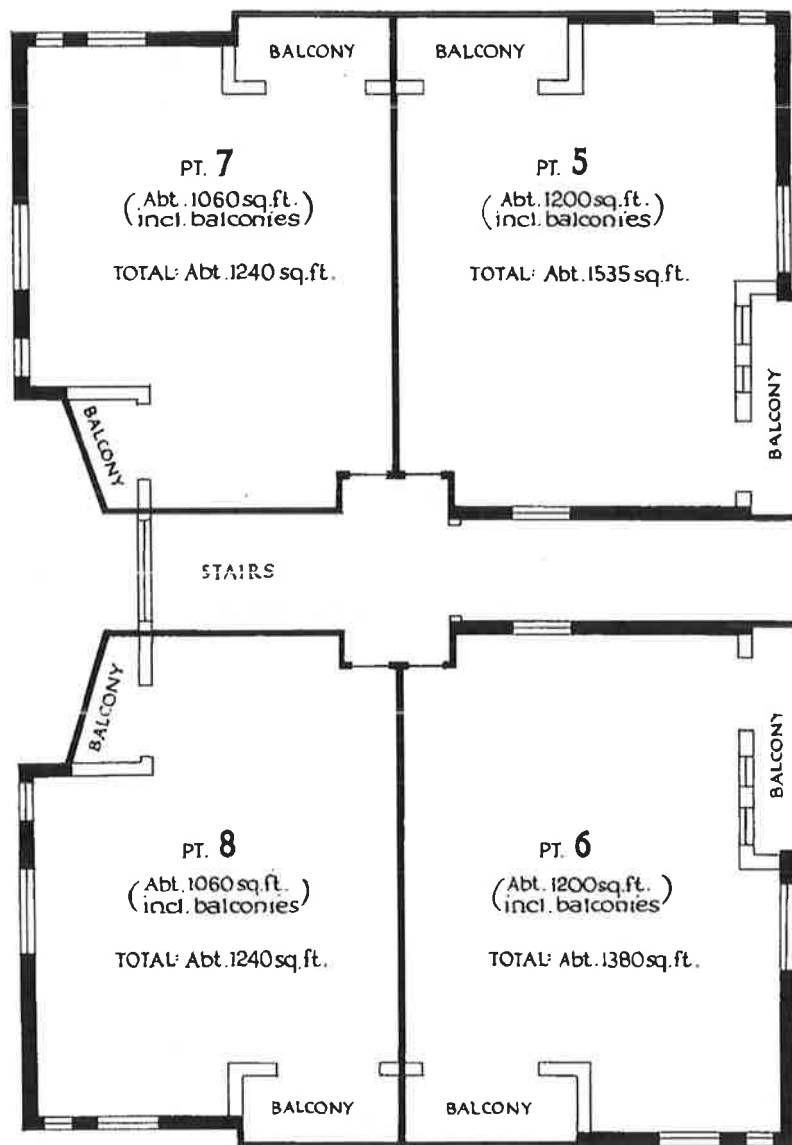
John J. Webb
DEP Council Clerk.

SHEET No. 5 OF 6 SHEETS

STRATA PLAN No. 5659

FIRST FLOOR

SCALE: 10 feet to an inch



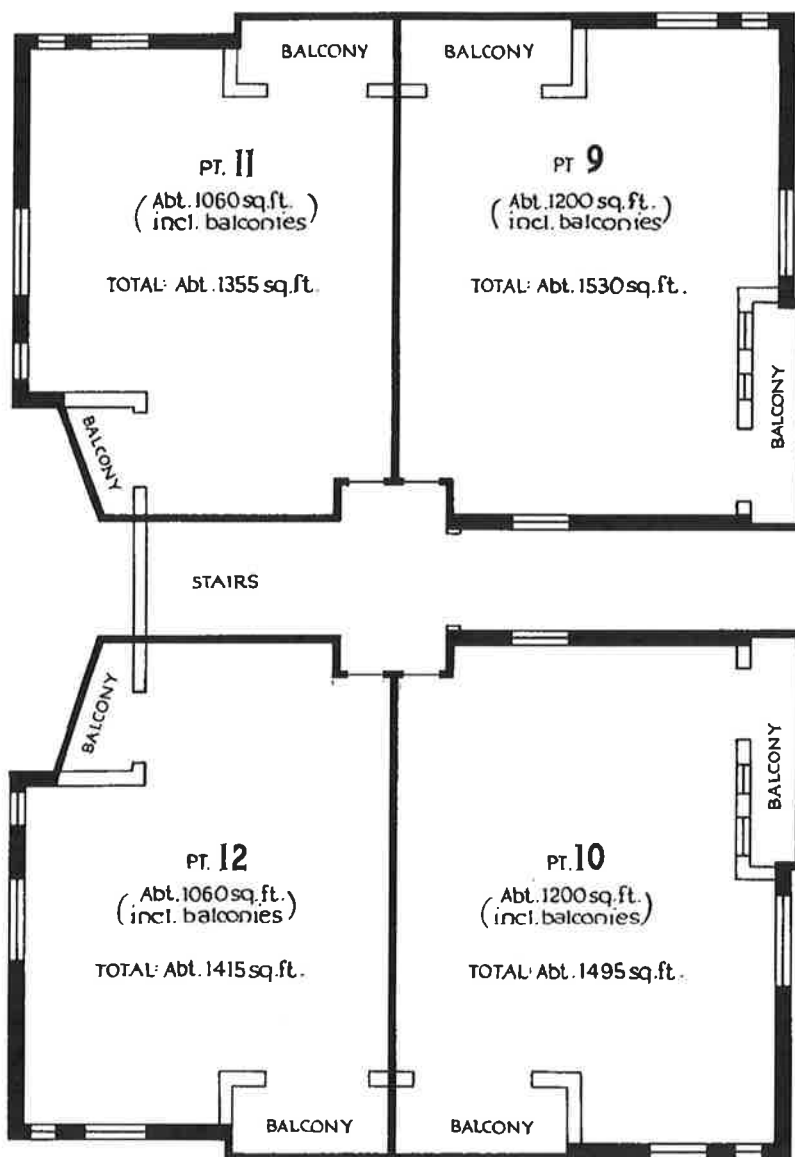
John P. Walsh
Dep Council Clerk.

SHEET No. 6 OF 6 SHEETS

STRATA PLAN No. 5659

SECOND FLOOR

SCALE: 10 feet to an inch.



NOTE: The Stratum of a balcony is limited in height to 8 feet above the floor level thereof, where not roofed over.

John F. Wehle
DEP Council Clerk.

RECORDED (EXHIBIT)
24 FEB 1975

75 JAN 24 PM

AN 23 PM TUES 24 1975

11 PM 47 3 48

A —
\$14 —

NOTIFICATION OF CHANGE OF BY-LAWS

In pursuance of the Strata Titles Act, 1973, The Proprietors — Strata Plan No. 5659

* State whether
"majority",
"special"
or "unanimous".

N.T. hereby certifies that by majority Special resolution, duly passed on 4th November, 1974
it changed its by-laws as follows:—

1. That the By-Laws in Schedule 1 to the Strata Title Act 1973 be varied by 'Deletion' of Clauses 3, 4, 5, 6, 7 and 8.
2. That the By-Laws in Schedule 1 to the Strata Title Act 1973 be varied by the 'Addition' of Clauses 28 to 33 as set out in the back of this sheet.



Set out Terms
of Resolution

Filed Recording on Vol. 8520 Folio 159

Registrar General

The Common Seal of The Proprietors — Strata Plan No. 5659
was hereunto affixed on the 22/1/75
in the presence of Ninette TRENT & Robert HARTCHER
being the person(s) authorised by Section 55 of the Strata Titles Act, 1973, to
attest the fixing of the Seal.

Home Unit
Owners
Association

Form 9

The common property for Strata Plan
5659 is comprised in Vol. 8520 Fol. 159 of
the Register.

15-4-1975

11/2/11 47388

Ninette TRENT
9/11-93 Wentworth Rd
Stratfield 2135 NSW
747-3778.

28. ~~Each proprietor not in occupation of his lot shall notify in writing to the secretary of the body corporate an address for service, failing which the posting of all notices to his lot or the leavings of same in the letter box for his lot shall, for all purposes, constitute effective service on him.~~

29. Any successor in title and any proprietor who leases or licenses his lot shall notify the secretary within fourteen days of any such change of title, lease or license.

30. Without in any way limiting the generality of his liability otherwise howsoever, each proprietor shall be responsible for, and bear and pay upon demand to the body corporate, the reasonable and proper cost of the body corporate making good all disrepair of or damage to the common property caused by his wilful act or carelessness or by that of any licensee, invitee or contractor of his.

31. (a) No vehicle other than a proprietor's or tenant's vehicle which is used solely for private purposes is allowed on any parking space or common property, except where parking spaces are expressly marked for visitors' cars;

(b) Vehicles must be driven slowly and quietly on the property and care must be taken to minimise noise of garage doors;

(c) Garage doors must remain closed when not in use.

32. Subject to clause (a) and (b) -

a proprietor or occupier of a lot shall not affix or erect any sign, structure, fixture or fitting of any kind on any visible part of his lot or the common property or make any structural alteration to his lot or the common property without prior approval by unanimous resolution of the body corporate.

33. All matters for consideration by the council of the body corporate must be addressed in writing to the secretary.

34. Common Seal of the Proprietors

Strata Plan 5659 was here unto affixed on the 22/1/75 in the presence of Ninette Trent and

Robert Harteler being the person(s)

authorised by Section 55 of the Strata Act 1973 to attest the signing of the Seal.

Hon/Secretary

President/Treasurer



28. Each proprietor not in occupation of his lot shall notify in writing to the secretary of the body corporate an address for service, failing which the posting of all notices to his lot or the leavings of same in the letter box for his lot shall, for all purposes, constitute effective service on him.
29. Any successor in title and any proprietor who leases or licenses his lot shall notify the secretary within fourteen days of any such change of title, lease or license.
30. Without in any way limiting the generality of his liability otherwise howsoever, each proprietor shall be responsible for, and bear and pay upon demand to the body corporate, the reasonable and proper cost of the body corporate making good all disrepair of or damage to the common property caused by his wilful act or carelessness or by that of any licensee, invitee or contractor of his.
31. (a) No vehicle other than a proprietor's or tenant's vehicle which is used solely for private purposes is allowed on any parking space or common property, except where parking spaces are expressly marked for visitors' cars;
(b) Vehicles must be driven slowly and quietly on the property and care must be taken to minimize noise of garage doors;
(c) Garage doors must remain closed when not in use.
32. Subject to clause (a) and (b) --
a proprietor or occupier of a lot shall not affix or erect any sign, structure, fixture or fitting of any kind on any visible part of his lot or the common property or make any structural alteration to his lot or the common property without prior approval by unanimous resolution of the body corporate.
33. All matters for consideration by the council of the body corporate must be addressed in writing to the secretary.

The Common Seal of the Proprietors
Strata Plan 5659 was hereunto affixed on the 22/1/75
in the presence of Ninette Trent and Robert Hartcher
being the person(s) authorised by Section 55 of the
Strata Act 1973 to attest the fixing of the Seal.



Ninette Trent S.P.
Hon. Secretary.

R. Hartcher
President/Treasurer.

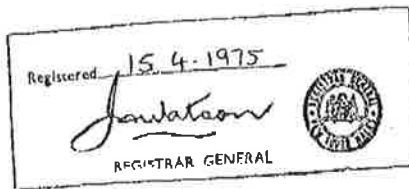
P147348

NINETE TREET.

9/91-93 WEATWORTH Rd.
STRATHFIELD N.S.W.

Notification of
Change of By-laws.

Ch. 1 posted
13/5/95



Qm

Vol. 8520 Fol. 159

15/5/95



New South Wales Consolidated Regulations

[\[Index\]](#) [\[Table\]](#) [\[Search\]](#) [\[Search this Regulation\]](#) [\[Notes\]](#) [\[Noteup\]](#) [\[Previous\]](#) [\[Next\]](#) [\[Download\]](#) [\[Help\]](#)

STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2

SCHEDULE 2 – By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

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

Note : This by-law was previously by-law 12 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 13 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

Note : This by-law was previously by-law 13 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 14 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

Note : This by-law was previously by-law 14 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 15 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

Note : This by-law was previously by-law 15 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 16 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

5 Damage to common property

- (1) An owner or occupier of a lot 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.

Note : This by-law is subject to [sections 109](#) and [110](#) of the [Strata Schemes Management Act 2015](#).

(2) An approval given by the owners corporation under [clause](#) (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite [section 106](#) of the [Strata Schemes Management Act 2015](#), the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in [clause](#) (3) that forms part of the common property and that services the lot.

Note : This by-law was previously by-law 16 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 17 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

Note : This by-law was previously by-law 17 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 18 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

Note : This by-law was previously by-law 18 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 19 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

Note : This by-law was previously by-law 19 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 20 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

Note : This by-law was previously by-law 20 in Schedule 1 to the [*Strata Schemes \(Freehold Development\) Act 1973*](#) and by-law 21 in Schedule 3 to the [*Strata Schemes \(Leasehold Development\) Act 1986*](#).

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

Note : This by-law was previously by-law 21 in Schedule 1 to the [*Strata Schemes \(Freehold Development\) Act 1973*](#) and by-law 22 in Schedule 3 to the [*Strata Schemes \(Leasehold Development\) Act 1986*](#).

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

Note : This by-law was previously by-law 22 in Schedule 1 to the [*Strata Schemes \(Freehold Development\) Act 1973*](#) and by-law 23 in Schedule 3 to the [*Strata Schemes \(Leasehold Development\) Act 1986*](#).

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Note : This by-law was previously by-law 23 in Schedule 1 to the [*Strata Schemes \(Freehold Development\) Act 1973*](#) and by-law 24 in Schedule 3 to the [*Strata Schemes \(Leasehold Development\) Act 1986*](#).

13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

Note : This by-law was previously by-law 24 in Schedule 1 to the [*Strata Schemes \(Freehold Development\) Act 1973*](#) and by-law 25 in Schedule 3 to the [*Strata Schemes \(Leasehold Development\) Act 1986*](#).

14 Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

Note : This by-law was previously by-law 25 in Schedule 1 to the [*Strata Schemes \(Freehold Development\) Act 1973*](#) and by-law 26 in Schedule 3 to the [*Strata Schemes \(Leasehold Development\) Act 1986*](#).

15 Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note : This by-law was previously by-law 26 in Schedule 1 to the [*Strata Schemes \(Freehold Development\) Act 1973*](#) and by-law 27 in Schedule 3 to the [*Strata Schemes \(Leasehold Development\) Act 1986*](#).

16 Keeping of animals

- (1) Subject to [section 157](#) of the [*Strata Schemes Management Act 2015*](#), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note : This by-law was previously by-law 27 in Schedule 1 to the [*Strata Schemes \(Freehold Development\) Act 1973*](#) and by-law 28 in Schedule 3 to the [*Strata Schemes \(Leasehold Development\) Act 1986*](#).

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note : This by-law was previously by-law 29 in Schedule 1 to the [*Strata Schemes \(Freehold Development\) Act 1973*](#) and by-law 30 in Schedule 3 to the [*Strata Schemes \(Leasehold Development\) Act 1986*](#).

18 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

Note : This by-law was previously by-law 3 in Schedule 1 to the [*Strata Schemes \(Freehold Development\) Act 1973*](#) and by-law 3 in Schedule 3 to the [*Strata Schemes \(Leasehold Development\) Act 1986*](#).

19 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

- (8) The address endorsed, as referred to in section 4 (1) (g) of the former Act, upon a plan registered under subclause (1) shall, for the purposes of this Act, be deemed to be the address for the service of notices on the body corporate concerned until that address is altered in accordance with this Act.
- (9) The schedule endorsed, as referred to in section 18 of the former Act, upon a plan (not being a strata plan of resubdivision within the meaning of section 20 (4) of the former Act) registered under subclause (1) shall, for the purposes of this Act, be deemed to be the schedule referred to in section 8 (1) (d).
- (10) Section 41 (5) does not apply to or in respect of the registration of a plan under subclause (1).
- (11) A reference to a lot shown in a plan capable of being registered under subclause (1) made in any instrument executed before the registration of that plan under subclause (1) (being an instrument relating to the sale or other disposition of an estate or interest in the lot so shown) shall, on and after the registration of that plan, be construed as a reference to the lot which corresponds to the lot so shown.

3 Former lots and former common property to be derived lots and derived common property

- (1) Where immediately before the appointed day:
 - (a) a former lot had any boundary that under section 4 (2) of the former Act was the centre of a floor, wall or ceiling, that former lot, on the appointed day, becomes for the purposes of this Schedule a derived lot corresponding to that former lot and having, subject to subclause (2), as its boundaries:
 - (i) instead of any boundary that was the centre of a floor, wall or ceiling, the upper surface of that floor, the inner surface of that wall or the under surface of that ceiling, as the case may be, and
 - (ii) except as provided by subparagraph (i), the same boundaries as that former lot, and
 - (b) a former lot had no boundary that under section 4 (2) of the former Act was the centre of a floor, wall or ceiling, that former lot, on the appointed day, becomes for the purposes of this Schedule a derived lot corresponding to that former lot and having as its boundaries the same boundaries as that former lot.
- (2) A derived lot does not include any structural cubic space unless that structural cubic space was stipulated, in the relevant strata plan or strata plan of resubdivision, as forming part of the former lot to which that derived lot corresponds.
- (3) On the appointed day, former common property becomes, for the purposes of this Schedule, derived common property corresponding to that former common property but has as its boundaries:
 - (a) where any derived lot has any of its boundaries ascertained in accordance with subclause (1)
 - (a) (i) or (b), boundaries adjusted reciprocally, and
 - (b) except as provided by paragraph (a), the same boundaries as that former common property.
- (4) A reference to a former lot made in any instrument executed before the appointed day (being an instrument relating to the sale or other disposition of an estate or interest in that former lot) shall, on and after that day, be construed as a reference to the derived lot which corresponds to that former lot.

4 Continuation of bodies corporate

Sewer Service Diagram

Application Number: 8003293419

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of *Burwood*

No. *204793*

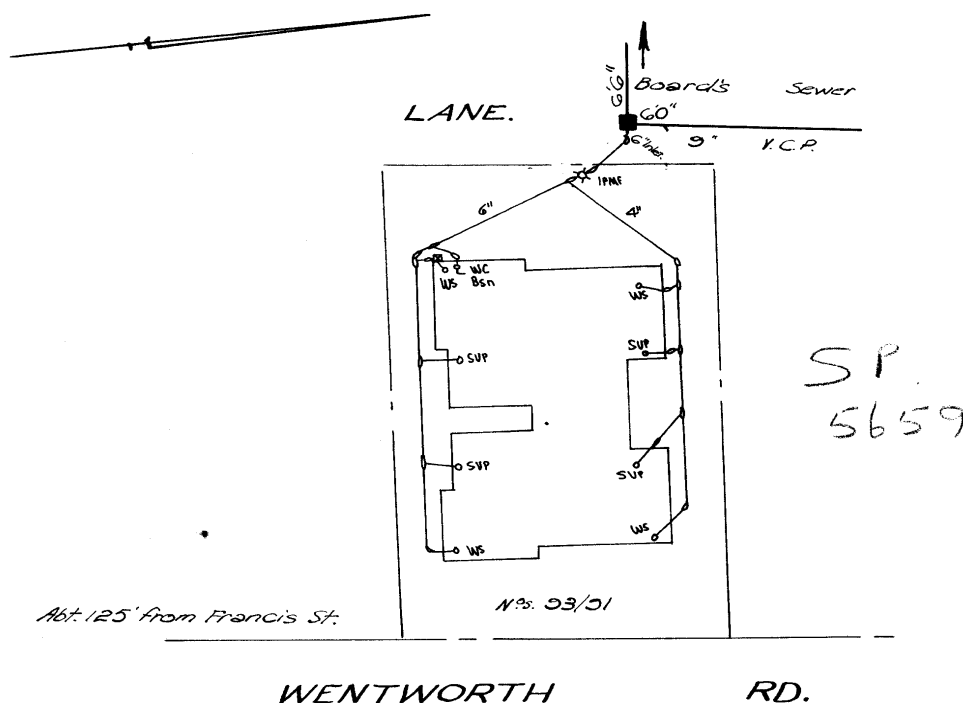
SYMBOLS AND ABBREVIATIONS

<input checked="" type="checkbox"/> Boundary Trap	<input checked="" type="checkbox"/> R.V. Reflux Valve	I.P. Induct Pipe	Bsn. Basin
<input checked="" type="checkbox"/> Pit	<input checked="" type="checkbox"/> C.E. Cleaning Eye	M.F. Mica Flap	Shr. Shower
<input checked="" type="checkbox"/> G.I. Grease Interceptor	<input checked="" type="checkbox"/> Vert. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
<input checked="" type="checkbox"/> Gully	<input checked="" type="checkbox"/> V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
<input checked="" type="checkbox"/> P.T. P. Trap	<input checked="" type="checkbox"/> S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
<input checked="" type="checkbox"/> R.S. Reflux Sink	<input checked="" type="checkbox"/> D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



RATE No.		W.C.s.		U.C.s.		19.	
SHEET No. <i>06699</i>		OFFICE USE ONLY		For Engineer House Services			
DRAINAGE				PLUMBING			
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date		
Bth.	Examined by	Inspector	Date	Inspector	Date		
Shr.							
Bsn.							
K.S.							
T.	Chief Inspector	Date	Outfall	HL			
Plg.			LL				
Dge. Int.			Drainer				
Dge. Ext.	Tracing Checked	Date	Plumber				
			Boundary Trap is not required				

262-462

262-461

1185 071

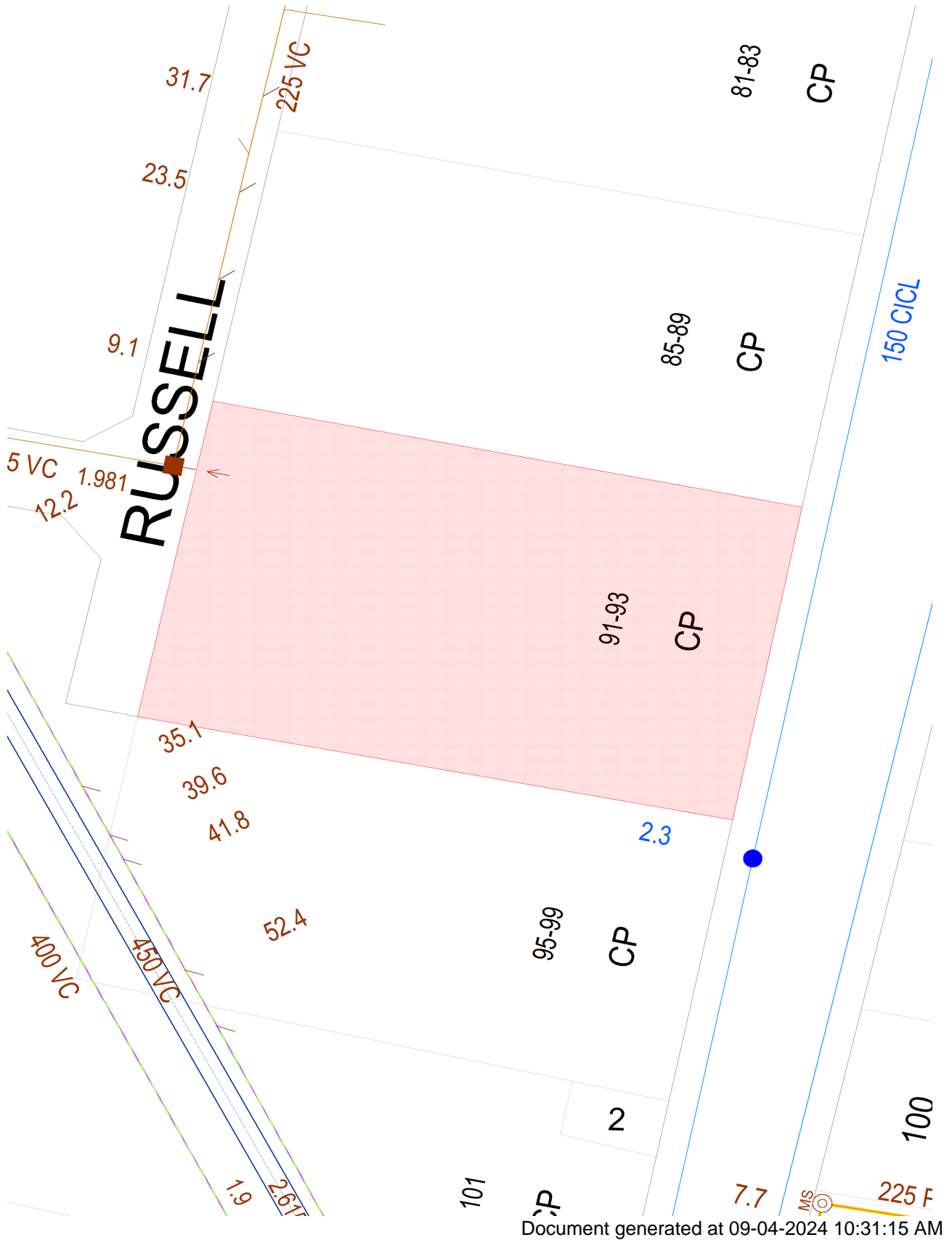
Document generated at 09-04-2024 10:31:07 AM

Disclaimer

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

Service Location Print

Application Number: 8003293408



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**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	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)

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**.



MR ANDREW C SO
17/19 GEORGE ST
BURWOOD NSW 2134

Our reference: 7143998626223

Phone: 13 28 66

13 November 2023

Your foreign resident capital gains withholding clearance certificate

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

Hello ANDREW,

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

Notice number	2410882936132
Vendor name	ANDREW CHEE-LUN SO
Clearance Certificate Period	3 November 2023 to 11 November 2024

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

**PLANNING CERTIFICATE UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

Miss G Wen
Suite 1901
Level 19
109 Pitt Street

Certificate Number: 20842
Receipt Number: 986619
Parcel Number: 9226

Certificate Date: 11/04/2024
Certificate Fee: \$67.00
Applicant's Reference: 240291

DESCRIPTION OF PROPERTY

Property: 2/91-93 Wentworth Road STRATHFIELD 2135
Title Particulars: Lot: 2 SP: 5659

LAND TO WHICH CERTIFICATE RELATES

The land to which this certificate relates, being the lot or one of the lots described in the corresponding application, is shown in the Council's records as being situated at the street address described on page 1 of this certificate. The information contained in this certificate relates only to the lot described on the certificate. Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

SECTION 10.7(2) DETAILS

In accordance with section 10.7(2) of the *Environmental Planning and Assessment Act 1979*, at the date of this certificate the following information is provided in respect of the prescribed matters to be included in a planning certificate.

1(1). ENVIRONMENTAL PLANNING INSTRUMENTS

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

Local Environmental Plans:

Burwood Local Environmental Plan (BLEP) 2012

State Environmental Planning Policies (SEPPs):

State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Sustainable Buildings) 2022

1(2). PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS

The following proposed environmental planning instruments will apply to the carrying out of development on the land and are or have been the subject of community consultation or public exhibition under the *Environmental Planning and Assessment Act 1979*:

Proposed Local Environmental Plans:

On 22 November 2023, a Planning Proposal (PP-2023-2146) to amend the Burwood Local Environmental Plan 2012 was placed on exhibition. The Planning Proposal seeks to heritage list the Appian Way Central Reserve and Public Domain as a heritage item of local significance. More information on the Planning Proposal is available here:

<https://www.planningportal.nsw.gov.au/ppr/under-exhibition/planning-proposal-group-heritage-listing-appian-way-central-reserve-and-public-domain>

On 29 February 2024, a Planning Proposal (PP-2023-2702) to amend the Burwood Local Environmental Plan 2012 was placed on exhibition. The Planning Proposal seeks to group heritage list the properties at Nos. 23, 25 and 27 Woodside Avenue, Burwood as a heritage item of local significance. More information on the Planning Proposal is available here:

<https://participate.burwood.nsw.gov.au/proposal-heritage-listing-23-25-27-woodside-avenue-burwood>

<https://www.planningportal.nsw.gov.au/ppr/under-exhibition/group-heritage-listing-23-25-and-27-woodside-avenue-burwood>

There are no proposed LEPs applying to the land.

Proposed State Environmental Planning Policies:

Draft Environment SEPP

Housekeeping Amendments to the SEPP (Exempt and Complying Development Codes) 2008
<https://www.planning.nsw.gov.au/policy-and-legislation/exempt-and-complying-development->



[policy/housekeeping-amendments-to-the-codes-sepp](#)

Housekeeping Amendment to the Transport and Infrastructure SEPP 2021 (health care)

Proposed Remediation of Land SEPP

On 15 December 2023, the Explanation of Intended Effect (EIE): Changes to create low- and mid-rise housing, was placed on exhibition. The amendments propose to:

- Allow dual occupancies (two dwellings on the same lot) in all R2 low density residential zones across NSW.
- Allow multi-dwelling housing (terraces), townhouses and 2 storey apartment blocks near transport hubs and town centres in R2 low density residential zones across the Six Cities Region, which includes the Greater Sydney region.
- Allow mid-rise residential flat buildings (apartment blocks) near transport hubs and town centres in R3 medium density zones across the Six Cities Region, which includes the Greater Sydney region.
- Introduce non-refusal standards to apply to low and mid-rise housing including maximum building height, maximum Floor Space Ratio, minimum site area, minimum lot width and minimum car parking requirements.
- Amend the Apartment Design Guide under SEPP 65 to include suitable design criteria for mid-rise housing.
- Introduce new provisions to enable torrens subdivision of multi dwelling housing (terraces) and dual occupancies that have been approved under the proposed low-rise housing reforms.

Note: Further information is available on the NSW Government's website.

<https://www.planning.nsw.gov.au/policy-and-legislation/housing/diverse-and-well-located-homes>

On 19 December 2023, Burwood Council was notified about the forthcoming Transport Oriented Development State Environmental Planning Policy (SEPP) which will commence from 1 April 2024. The amendments propose to:

- Amend planning controls within 400 metres of 31 metro and rail stations (including Croydon rail station)
- Allow residential flat buildings in all residential zones (R1, R2, R3 and R4) within 400m of identified stations
- Allow residential flat buildings and shop top housing in local and commercial centres (E1 and E2) within 400m of identified stations
- Mandate a minimum of 2% affordable housing contribution on all new developments in the identified locations
- Change the following planning controls for residential apartment buildings and shop-top housing in the identified locations:
 - o No minimum lot size or lot width controls
 - o New floor space ratio and building height standards
 - o Introduce amenity and design controls
 - o Introduce maximum parking rates

Note: further information is available on the State Government's website.

<https://www.planning.nsw.gov.au/policy-and-legislation/housing/transport-oriented-development-program/transport-oriented-development-sepp>

On 6 March 2024, the Explanation of Intended Effect (EIE) – improving planning processes to

deliver infrastructure faster was placed on exhibition. The amendments, as relevant to the land within the Burwood LGA, propose to:

- Streamline the planning pathway for certain permanent and temporary education facilities and provide greater consistency between schools, universities and TAFEs.
- Streamline the planning pathway for certain complementary uses on existing health services facilities.
- Provide a complying development pathway for stand-alone power systems and medium-sized solar battery systems.
- Streamline the planning pathway for emergency services facilities.
- Permit the development of new water storage facilities
 - o Without consent by WaterNSW in any zone
 - o With consent by other public authorities outside specified rural and special purpose zones
- Permit demolition of any building or structure by or on behalf of a public authority as exempt development subject to conditions.
- Provide conditions for temporary structures to be permitted as exempt development in parks and public reserves.
- Provide additional planning pathways for electric vehicle charging units.
- Remove zoning restriction for research and monitoring stations such as air quality and noise monitoring stations in urban areas.
- Simplify and restructure the Transport and Infrastructure State Environmental Planning Policy 2021 (T&I SEPP)

Note: Further information is available on the NSW Government's website.

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster>

In this section –

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

1(3). DEVELOPMENT CONTROL PLANS

The following development control plan applies to the carrying out of development on the land:

Burwood Development Control Plan

1(4). DRAFT DEVELOPMENT CONTROL PLANS

The following draft development control plan is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land:

There are no draft Development Control Plans applying to the land.



2. ZONING AND LAND USE

The identity of the zone under the relevant environmental planning instrument:

R1 - General Residential

Permitted Without Consent in R1: Home occupations; Roads.

Permitted With Consent in R1: Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care centres; Community facilities; Dwelling houses; Group homes; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster Aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Any other development not otherwise specified.

Prohibited in R1: Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Environmental protection works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water storage facilities; Water treatment facilities; Wharf or boating facilities; Wholesale supplies.

Whether any Additional Permitted Use(s) under Schedule 1 of the Burwood Local Environmental Plan 2012 apply to the land:

No

Whether any development standards apply to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the fixed minimum land dimensions:

No

Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

No



Whether the land is in a conservation area:

No

Whether an item of environmental heritage is located on the land:

No

3. CONTRIBUTIONS

The following Contributions Plan applies to the land:

Burwood Section 7.12 Infrastructure Contributions Plan

4. COMPLYING DEVELOPMENT

Whether complying development may be carried out under each of the codes for complying development in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy:

Housing Code:

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

Rural Housing Code:

Complying development under the Rural Housing Code may not be carried out on any land in the Burwood Local Government Area.

Low Rise Housing Diversity Code:

Complying development under the Low Rise Housing Diversity Code may be carried out on the land.

Greenfield Housing Code:

Complying development under the Greenfield Housing Code may not be carried out on any land in the Burwood Local Government Area.

Inland Code:

Complying development under the Inland Housing Code may not be carried out on any land in the Burwood Local Government Area.

Housing Alterations Code:

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



General Development Code:

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

Industrial and Business Alterations Code:

Complying development under the Part 5 Industrial and Business Alterations Code may be carried out on the land.

Industrial and Business Buildings Code:

Complying development under the Part 5A Industrial and Business Buildings Code may be carried out on the land.

Container Recycling Facilities Code:

Complying Development under the Container Recycling Facilities Code may not be carried out on the land. The land is not within a permissible zone.

Subdivisions Code:

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

Demolition Code:

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

Fire Safety Code:

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

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code may not be carried out on any land in the Burwood Local Government Area.

Note: The policy also requires that the development be permitted with consent in the relevant land use zone and satisfy all other requirements of the Policy in relation to complying development.

Note: Where Complying Development under Part 7 - Demolition Code may be carried out on the land, reference should be made to Clause 7.1 of the Codes SEPP for specific requirements relating to the types of demolition that may be undertaken on the land.

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.



5. EXEMPT DEVELOPMENT

Whether exempt development may be carried out under each of the codes for exempt development in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Exempt development may be undertaken on the land under the following exempt development codes:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures Code

Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. See *State Environmental Planning Policy (Exempt and Complying Development) 2008* for further detail.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the *State Environmental Planning Policy* in detail to ensure that specific types of exempt development may be undertaken on the land.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

Whether Council is aware that:

- (a) an affected building notice is in force in relation to the land, or
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

No

Note: **Affected building notice** and **building product rectification order** have the same meaning as in the *Building Products (Safety) Act 2017*.

7. LAND RESERVED FOR ACQUISITION

Is there an environmental planning instrument or proposed environmental planning instrument applying to the land which makes provision for the acquisition of the land by an authority of the State, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*?

No



8. ROAD WIDENING AND ROAD REALIGNMENT

Whether the land is 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

9. FLOOD RELATED DEVELOPMENT CONTROLS

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

Yes

If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls:

No

In this section—

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.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or any other risk, other than flooding.

Yes. All land in the Burwood local government area has an Acid Sulfate Soils classification. For further information, refer to the Acid Sulfate Soils Map of the BLEP 2012.

Yes. All land in the Burwood Local Government Area is affected by a policy adopted by the Council containing provisions that restricts the development of the land because of the likelihood of contamination. The name of the policy is Burwood Development Control Plan.

Note:

adopted policy means a policy adopted—

- (a) by the council, or
- (b) 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.

11. BUSHFIRE PRONE LAND

The land is not bushfire prone land.



12. LOOSE-FILL ASBESTOS INSULATION

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division.

No

Note: Further information may be obtained from NSW Fair Trading.

<https://www.nsw.gov.au/housing-and-construction/safety-home/loose-fill-asbestos-insulation/loose-fill-asbestos-insulation-register>

13. MINE SUBSIDENCE

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No

14. PAPER SUBDIVISION INFORMATION

Whether a development plan has been adopted by a relevant authority that applies to the land, or the land is proposed to be subject to a consent ballot:

No

15. PROPERTY VEGETATION PLANS

The Council has not been notified that the property is subject to a property vegetation plan under the *Native Vegetation Act 2003*.

16. BIODIVERSITY STEWARDSHIP SITES

Whether there is a biodiversity stewardship agreement entered into under Part 5 of the Biodiversity Conservation Act 2016 relating to the land of which the Council has been notified of the existence of the agreement by the Biodiversity Conservation Trust:

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.

17. BIODIVERSITY CERTIFIED LAND

Whether the land is 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.

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.

No

In this section—

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. WESTERN SYDNEY AEROTROPOLIS

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land in the Burwood Local Government Area.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

Whether the land is land to which the *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies. If so, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 may apply to this land.

Council is not aware of a condition of consent being imposed in terms of a kind referred to in *Chapter 3, Part 5 clause 88(2)* of the *State Environmental Planning Policy (Housing) 2021* in respect to development



on the land.

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(1) Whether there is a current site compatibility certificate (under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the Council is aware, in relation to proposed development on the land and, if there is a certificate

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the department.

No

(2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

No

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

No

In this section—

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23. MATTERS ARISING UNDER SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997

Section 59(2) of the *Contaminated Land Management Act 1997* prescribes that the following matters are to be specified in a Section 10.7 Planning Certificate:

- (a) Is the land to which this certificate relates significantly contaminated land, and if so, the date the certificate was issued:

No

Note: A declaration of significantly contaminated land includes declarations of an investigation area or remediation site issued prior to 1 July 2009.

- (b) Is the land to which this certificate relates subject to a management order, and if so, the date the certificate was issued:

No

Note: A management order includes an investigation order or remediation order issued prior to 1



Burwood
Inc.1874

Section 10.7 (2) Certificate

Property: 2/91-93 Wentworth Road STRATHFIELD 2135

Certificate No.: 20842

Certificate Date: 11/04/2024

July 2009.

- (c) Is the land to which this certificate relates the subject of an approved voluntary management proposal, and if so, the date the certificate was issued:

No

Note: An approved voluntary management proposal includes a voluntary investigation proposal or voluntary remediation proposal issued prior to 1 July 2009.

- (d) Is the land to which this certificate relates subject to an ongoing maintenance order, and if so, the date the certificate was issued:

No

Note: An ongoing maintenance order includes a notice for maintenance of remediation issued prior to 1 July 2009.

- (e) Is the land to which this certificate relates the subject of a site audit statement, if a copy of such a statement has been provided at any time to the local authority issuing the certificate:

No

Rita Vella
MANAGER CITY PLANNING