



Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW Duty:												
vendor's agent		<table border="1"> <tr> <td>Infinity Property Agents</td><td>Tel:</td><td>9699 9179</td></tr> <tr> <td>38/112 McEvoy Street</td><td>Ref:</td><td>Michael Kurosawa Direct: 9699 1489</td></tr> <tr> <td>ALEXANDRIA NSW 2015</td><td>Mob:</td><td>0411641662</td></tr> <tr> <td></td><td>Email:</td><td>mk@infinityproperty.com.au</td></tr> </table>	Infinity Property Agents	Tel:	9699 9179	38/112 McEvoy Street	Ref:	Michael Kurosawa Direct: 9699 1489	ALEXANDRIA NSW 2015	Mob:	0411641662		Email:	mk@infinityproperty.com.au
Infinity Property Agents	Tel:	9699 9179												
38/112 McEvoy Street	Ref:	Michael Kurosawa Direct: 9699 1489												
ALEXANDRIA NSW 2015	Mob:	0411641662												
	Email:	mk@infinityproperty.com.au												
co-agent														
vendor	<table border="1"> <tr> <td>Name:</td><td>Jason Matthew Lessels</td></tr> <tr> <td>Address:</td><td></td></tr> </table>	Name:	Jason Matthew Lessels	Address:										
Name:	Jason Matthew Lessels													
Address:														
vendor's solicitor		<table border="1"> <tr> <td>Morabito Legal</td><td>Tel:</td><td>+ 61 2 9261 0222</td></tr> <tr> <td>Level 7, 257 Clarence Street,</td><td>Ref:</td><td>Paul Morabito/Assunta Noble</td></tr> <tr> <td>Sydney NSW 2000</td><td>Email:</td><td>assunta@morabitolegal.com.au</td></tr> <tr> <td>PO Box Q1108, QVB NSW 1230</td><td>Email:</td><td>paul@morabitolegal.com.au</td></tr> </table>	Morabito Legal	Tel:	+ 61 2 9261 0222	Level 7, 257 Clarence Street,	Ref:	Paul Morabito/Assunta Noble	Sydney NSW 2000	Email:	assunta@morabitolegal.com.au	PO Box Q1108, QVB NSW 1230	Email:	paul@morabitolegal.com.au
Morabito Legal	Tel:	+ 61 2 9261 0222												
Level 7, 257 Clarence Street,	Ref:	Paul Morabito/Assunta Noble												
Sydney NSW 2000	Email:	assunta@morabitolegal.com.au												
PO Box Q1108, QVB NSW 1230	Email:	paul@morabitolegal.com.au												
date for completion	42nd day after the contract date	(clause 15)												
land	<table border="1"> <tr> <td>Address</td><td>45/506-514 Botany Road, Beaconsfield 2015</td></tr> <tr> <td>Plan details</td><td>Registered Plan: Lot 45 Plan SP 60870</td></tr> <tr> <td>Title reference</td><td>45/SP60870</td></tr> </table>	Address	45/506-514 Botany Road, Beaconsfield 2015	Plan details	Registered Plan: Lot 45 Plan SP 60870	Title reference	45/SP60870							
Address	45/506-514 Botany Road, Beaconsfield 2015													
Plan details	Registered Plan: Lot 45 Plan SP 60870													
Title reference	45/SP60870													
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies													
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:													
attached copies	documents in the List of Documents as marked or numbered:													
	other documents:													

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

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: airconditioner, dryer		
exclusions	Fridge and washing machine			
purchaser	Name: _____ Address: _____			
purchaser's solicitor	Name: _____		Tel: _____	
	Address: _____		Ref: _____	
			Email: _____	
price	_____			
deposit	_____ (10% of the price unless otherwise stated) Invest Deposit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
balance	\$ _____			
contract date	(if not stated, the date this contract was made)			

buyer's agent		
Vendor – see attached execution page	GST AMOUNT (optional) The price includes GST of: \$ _____	witness
Purchaser – see attached execution page		witness
<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares		

Choices	
vendor agrees to accept a deposit-bond	(clause 3) <input type="checkbox"/> NO <input type="checkbox"/> yes
Nominated Electronic Lodgment Network (ELN)	(clause 30) PEXA
Electronic transaction	(clause 30) <input type="checkbox"/> No <input checked="" type="checkbox"/> yes
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):	
Tax information (the parties promise this is correct as far as each party is aware)	
land tax is adjustable	<input checked="" type="checkbox"/> NO <input type="checkbox"/> yes
GST: Taxable supply	<input checked="" type="checkbox"/> NO <input type="checkbox"/> yes in full <input type="checkbox"/> yes to an extent
margin scheme will be used in making the taxable supply	<input checked="" type="checkbox"/> NO <input type="checkbox"/> yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:	
<input checked="" type="checkbox"/>	not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
<input checked="" type="checkbox"/>	by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
<input type="checkbox"/>	GST-free because the sale is the supply of a going concern under section 38-325
<input type="checkbox"/>	GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
<input checked="" type="checkbox"/>	input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)
Purchaser must make an <i>GSTRW</i> payment (residential withholding payment) <input type="checkbox"/> NO <input type="checkbox"/> yes (if yes, vendor must provide further details)	
If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice <i>within</i> 14 days of the contract date.	

GSTRW Payment (GST residential withholding payment) – further details	
Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.	
Supplier's name:	
Supplier's ABN:	
Supplier's GST branch number (if applicable):	
Supplier's business address:	
Supplier's email address:	
Supplier's phone number:	
Supplier's proportion of <i>GSTRW</i> payment:	\$
	If more than one supplier, provide the above details for each supplier.
Amount purchaser must pay – price multiplied by RW rate (residential withholding rate):	\$
Amount must be paid:	<input type="checkbox"/> AT COMPLETION <input type="checkbox"/> at another time (specify):
Is any of the consideration not expressed as an amount in money?	<input type="checkbox"/> NO <input type="checkbox"/> yes
If "yes", the GST inclusive market value of the non-monetary consideration:	\$
Other details (including those required by regulation or the ATO forms):	

List of Documents

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

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

Whelan Property Group Pty Ltd of PO Box 75, Strawberry Hills NSW 2012 Tel: 9219-4111

Email: strata@whelanproperty.com.au

Purchaser Execution Page

SIGNED by)
in the presence of:)

Signature of Witness

Name (Please Print)

Address

SIGNED by)
in the presence of:)

Signature of Witness

Name (Please Print)

Address

EXECUTED BY)
in accordance with s127 of the Corporations Act)
2001:)

Signature of Director

Signature of Director/Secretary OR Sole Director/Secretary

Name (Please Print)

Name (Please Print)

Vendor Execution Page

SIGNED by Jason Matthew Lessels in the presence)
of:)

Jason Matthew Lessels

Signature of Witness

Name (Please Print)

Address

Guarantor Execution Page

SIGNED by _____)
in the presence of: _____)

Signature of Witness

Name (Please Print)

Address

SIGNED by _____)
in the presence of: _____)

Signature of Witness

Name (Please Print)

Address

Certificate pursuant to Section 66w of the Conveyancing Act 1919 (NSW)

I of

certify as follows:

- (a) I am a solicitor currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with s66W of the *Conveyancing Act*, 1919 with a reference to a Contract for the Sale of Land in relation to a property located at:

45/506-514 Botany Road, Beaconsfield (Property)

from **Jason Matthew Lessels** (Vendor)

to (Purchaser)

in order that there is no cooling off period in relation to that contract.

- (c) I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
- (d) I have explained to the Purchaser:
- (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the Vendor; ie that there is no cooling off period in relation to the contract.

Dated:

Signed:

Conditions for Sale by Auction

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller 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 seller.
 - (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 seller.
 - (f) A bidder is taken to be a principal 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 (2A), 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".
 - (2A) 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.
-

Conditions for Sale by Auction

- (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.
- (3) 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.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

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, Industry and Environment Department of Primary Industries Electricity and gas Land & 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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. 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)

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

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

6 Error or misdescription

- 6.1 *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by 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 4.3);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after service of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or service upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

33. Completion Date

33.1 Completion time

Completion is to take place no later than 4.00pm on the completion date shown on the front page of this contract (**Completion Date**).

33.2 Notice to Complete

- (a) If completion does not take place on or before the Completion Date, a party ready willing and able to complete may serve on the other party a notice to complete, making time of the essence for completion.
- (b) A notice under additional condition 33.2(a) must stipulate a date for completion not less than 14 days after the date of service of the notice.
- (c) The parties agree that 14 days is a reasonable and sufficient period for the purpose of such notice.
- (d) The date of service of a notice under additional condition 33.2(a) is not included in calculating the period of time in any notice under additional condition 33.2(a).
- (e) If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$300 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's solicitor by a separate settlement cheque at completion of this contract.

33.3 Interest on balance of price

- (a) If completion does not occur on the Completion Date other than solely due to the fault of the vendor, the purchaser must as a condition of completion and in addition to payment of the balance of the price and any other money due under this contract, pay an amount calculated at the rate of 10% per annum on a daily rate calculated on the balance of the price and any other amounts payable by the purchaser to the vendor, from and including the Completion Date up to and including the actual date of completion.
- (b) Pre-estimate of loss - The purchaser acknowledges that the interest rate specified in clause 33.3 represents a genuine pre-estimate of the losses that the vendor would suffer as a result of a failure by the purchaser to complete on the Completion Date.
- (c) Payment of interest essential term - Payment of interest under this contract is an essential term and the vendor is not obliged to complete unless the purchaser pays all interest payable at completion.

34. Deposit

34.1 Investment of the Deposit

- (a) If the box next to "Invest Deposit?" on the front page of this contract (adjacent to the amount of the deposit) is marked YES, then for the purposes of clause 2.9 of this contract, the vendor and the purchaser direct the depositholder to invest the deposit and clause 2.9 shall apply.
 - (b) If the box next to "Invest Deposit?" on the front page of this contract (adjacent to the amount of the deposit) is marked NO, then for the purposes of clause 2 of this contract, the vendor and the purchaser direct the depositholder not to invest the deposit.
-

34.2 Deposit paid by Instalments

- (a) The parties agree and acknowledge that the deposit for the purchase is 10% of the purchase price ("the Deposit") notwithstanding a lesser amount is paid.
- (b) Despite any other provisions of this agreement, if:
 - (1) the money agreed to be paid or actually paid by the purchaser for the Deposit on exchange of contracts is less than the Deposit, it will be only an instalment of the Deposit payable and the purchaser must pay the other instalment which is the difference between the instalment of the Deposit actually paid and the total Deposit payable on or when the contract is completed or terminated.
 - (2) the contract is terminated, the purchaser shall forfeit the instalment of the Deposit actually paid to the vendor. The balance of the Deposit will become liquidated damages by the purchaser to the vendor and is payable to the vendor immediately on demand. If it is not paid on demand, the vendor will also be entitled to recover from the purchaser the other instalment of the Deposit and the purchaser shall pay the vendor's costs for recover of the balance of the Deposit.
- (c) The provisions of this additional condition are in addition to and not in substitution for the rights of the vendor under clause 9 of the standard clauses of the Contract.

34.3 Release of Deposit

- (a) Should the vendor require part or all of the deposit funds to allow for completion to take place, the purchaser will agree to such release when requested.
- (b) The purchaser agrees with the vendor that this additional condition constitutes a sufficient authority or instruction to the purchaser or the purchaser's solicitors to provide to the vendor's solicitors any necessary written authority to the depositholder for the release or releases of any amount pursuant to this additional condition.

35. Purchaser Acknowledgments

35.1 Present condition and state of repair

The purchaser acknowledges that the purchaser is purchasing the property in its present condition and state of repair and subject to all faults and defects both latent and patent and acknowledges that the vendor has not nor has anyone on the vendor's behalf made any warranty or representation in relation to any of the matters mentioned in additional condition 35.

35.2 Services

The purchaser acknowledges that the purchaser is purchasing the property and must take title to the property subject to existing water, sewerage and drainage, gas and electricity, telephone or other installation or services (if any) and must not make any objection or requisition or claim for compensation nor purport to rescind nor terminate this contract nor delay completion in respect of:

- (a) the nature, location, availability or non-availability of any such services; or
 - (b) if any such service is a joint service with any other property or properties; or
 - (c) if any services for any other property or properties or the pipes or connection of pipes pass through the subject property; or
-

- (d) if any sewer main or the mains or connection for any relevant authority for or supplier of any such service pass in, over or through the subject property; or
- (e) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or the mains, pipes or connections.

35.3 Non compliance

The purchaser acknowledges that the purchaser is purchasing the property and must take title to the property subject to and must not make any objection or requisition or claim for compensation nor purport to rescind nor terminate this contract nor delay completion in respect of:

- (a) the identification of the property and the position of any improvements on it; or
- (b) any encroachments by or on the property; or
- (c) any non-compliance with the Local Government Act.

35.4 Entire Agreement

The parties agree that any previous arrangements, understandings or agreements in relation to the sale of the property are no longer relevant and this contract represents the entire agreement between the parties in relation to the sale of the property.

35.5 No representation

The purchaser acknowledges that it has not been induced to enter into this contract by any representation or warranty by or on behalf of the vendor, other than those set out in this contract.

35.6 Own enquires

The purchaser relies entirely upon enquires made by it or on its behalf in entering into this contract including, without limitation, the suitability of the property for any particular purpose and all assessments as to value and financial worth.

35.7 Credit approval

The purchaser acknowledges that it cannot rescind nor terminate this contract nor delay completion of this contract because of any failure by it to obtain sufficient money to complete the purchase.

35.8 Rescheduling settlement due to Purchaser's delay

The purchaser acknowledges that should settlement not proceed on the allocated day (when parties are either in physical attendance at the settlement appointment or via electronic settlement) as a result of the purchaser's default or error such that the settlement appointment needs to be rescheduled, then the purchaser will be liable for and must pay on demand an amount of \$300 (plus GST) for the legal costs incurred by the vendor in re-scheduling the settlement appointment. The purchaser must pay the costs to the vendor's solicitor by a separate settlement cheque/destination payment at completion of this contract.

35.9 Vendor's agent

- (a) Warranty
-

The purchaser warrants that it was not introduced directly or indirectly to the property or the vendor by any real estate agent, any employee of a real estate agent or any other person in any way connected with a real estate agent and entitled to claim a commission or fee other than the vendor's agent (if any) named on the front cover of this contract.

(b) Indemnity

The purchaser indemnifies the vendor from and against any claim for commission including all legal costs both on a party/party and solicitor/client basis incurred in connection with any breach of this warranty.

36. Building Matters

36.1 Survey

(a) No Survey

The vendor does not have and is not required to obtain a survey report for the property.

(b) Vendor not obliged to assist

Notwithstanding any other provision in this contract, the vendor is not obliged to do anything to obtain or assist in obtaining a survey report.

(c) No objection

The purchaser takes title to the property subject to and must not make any objection or requisition or claim for compensation nor purport to rescind nor terminate this contract or delay completion in respect of this additional condition.

36.2 Building or Occupation Certificates

(a) No building or occupation certificates

The vendor does not have and is not required to obtain an occupation certificate or a building certificate for the property and completion of this contract is not conditional on either the vendor or the purchaser obtaining the issue of an occupation or building certificate.

(b) Vendor not obliged to assist

Notwithstanding any other provision in this contract, the vendor is not obliged to do anything to obtain or assist in the issue of a building certificate.

(c) No objection

The purchaser takes title to the property subject to and must not make any objection or requisition or claim for compensation nor purport to rescind nor terminate this contract or delay completion in respect of additional condition 36.2.

37. Swimming Pool

37.1 Property within strata scheme or community scheme

The vendor discloses that:

- (a) the property is within a strata or community scheme; and
- (b) in a strata or community scheme, all the lot owners jointly own any swimming pool or spa pool that is on common property; and
- (c) the owners corporation or community association is responsible for ensuring such pools are compliant with the *Swimming Pools Act 1992*.

38. Corporate Purchaser

38.1 Guarantee

In consideration of the Vendor, the directors of the purchaser company,
[insert names] :

(the **Guarantors**) hereby jointly and severally guarantee to the Vendor the due and punctual payment to the Vendor of all monies due hereunder and the punctual performance and observance by the Purchaser of the provisions contained in or implied under this Contract on the part of the Purchaser to be respectively paid, observed and performed AND the Guarantors jointly and severally covenant and agree with the Vendor to be liable for and to indemnify and keep indemnified the Vendor from and against all actions, suits, claims, demands and losses which the Vendor may incur or be liable for as a result of any default, act or remission on the part of the Purchaser under and pursuant to the provisions of this Contract.

38.2 Insolvency Event

- (a) Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor or the purchaser at law or in equity had this Clause not been included in this Contract, it is agreed that if the purchaser is a corporation as defined in the Corporations Act 2001 (Cth), and the purchaser:
 - (1) resolves to go into liquidation; or
 - (2) has an application or petition presented for its winding up; or
 - (3) enters into any scheme of arrangement with its creditors under Part 5.1 of the Corporations Act 2001 (Cth);
 - (4) has appointed any administrator, liquidator, receiver or receiver and manager; or
 - (5) is de-registered by ASIC or the relevant corporate regulator,

then the Vendor may by notice in writing to the purchaser terminate this Contract and if the purchaser is not otherwise in default under this Contract the provisions of Clause 9 shall apply to such termination.

39. Electronic Signature And Exchange

- (a) This Contract may be executed:
 - (1) in any number of counterparts and all the counterparts together shall make one instrument;
 - (2) electronically by both parties using Docusign or by exchanging electronic copies of original signatures on this Contract.
 - (b) This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
-

- (c) The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- (d) The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the purchaser may not object to or delay settlement because of anything contained in this clause.
- (e) The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000 (NSW)* and any terms and conditions of Docusign, in relation to the execution of this Contract.
- (f) For the purposes of this clause, Docusign means the signature software and platform located at www.docusign.com.

40. General

40.1 Sewer

- (a) Attached to this contract is a sewer mains diagram and sewer location diagram relating to the property, issued by a recognised sewerage authority (Authority) in the ordinary course of administration (Sewer Diagrams).
- (b) The vendor discloses and the purchaser acknowledges all of the information, writing and notations appearing on the Sewer Diagrams. The purchaser acknowledges that the information in the Sewer Diagrams may not be complete and/or correct.
- (c) The purchaser must satisfy itself regarding all aspects of the connection or otherwise of the property and the improvements to the Authority's sewer and must not make any objection, requisition or claim for compensation or seek to delay completion or rescind or terminate this contract because of anything arising either directly or indirectly from the matters disclosed in this clause and the Sewer Diagrams.

40.2 Notices

A notice or a document ("**the Notice**"):

- (a) notwithstanding any other provision of this contract cannot be sent by facsimile: and
- (b) if sent by email then the notice is taken to have been received when the email transmission has been completed except where:
 - (1) when the sender's email system indicates that delivery to the recipient has failed in which case the Notice is taken not to have been given or received; or
 - (2) the time of dispatch is later than 5:00pm on a business day to the place to which the Notice is sent, in which case the Notice is taken to have been received at 9:00am the next business day at that place.

40.3 Confidentiality

Subject to this Clause the Vendor and the Purchaser agree to keep the terms and conditions of this Contract confidential. Neither the Vendor nor the Purchaser nor their servants and agents shall disclose the terms and conditions of this Contract otherwise than to their professional advisers, prospective financiers, government or other authorities unless otherwise compelled to do so. Any information which is permitted by this Clause to be

disclosed shall only be disclosed on a private and confidential basis to the parties so authorised and then only to the extent contemplated by this Contract

40.4 Death or Incapacity of an individual

If a party is an individual and:

- (a) is declared bankrupt; or
- (b) dies or;
- (c) becomes incapable because of unsoundness of mind to manage his own affairs;

then the other party may by notice in writing to the first party rescind this contract and the provisions of clause 19 shall apply to such rescission.

40.5 Amendments to printed clauses

The printed clauses are amended as follows:

- (a) clause 7.1 .1 - to be deleted and substituting the words "the claim is for any amount of money";
- (b) clause 7.2.1 – by substituting "1%" in place of "10%";
- (c) clause 8.1.1 - by deleting the words "on reasonable grounds";
- (d) clause 8.1.2 – by deleting the words "and those grounds";
- (e) clauses 10.1.8 and 10.1.9 - by omitting "substance" and "disclosed in";
- (f) clause 10.2 – by adding after the words "terminate" the words "make a claim for compensation or delay completion";
- (g) clause 16.5 – by deleting the words "plus another 20% of that fee";
- (h) clause 16.8 – to be deleted;
- (i) clause 16.12 – delete the words "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee";
- (j) clause 18.8 – amend by inserting the following as "Clause 18.8":

"The purchaser shall not make any objection, requisition, claim for compensation, purport to rescind this contract or delay completion after entering into possession of the property".
- (k) Clause 20.6.5 – delete any references to "fax";
- (l) Clause 23.6 is deleted and replaced with the following:

"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 is payable before the contract date and the purchaser is liable for it if it is payable on or after the contract date.

23.6.2 *If it is payable by instalments, then the vendor is liable for all/any instalments payable prior to the contract date and the purchaser is liable for all/any instalments payable on or after the contract date.*"

- (m) clause 23.13 – amend by deleting the words “at least 7 days”; and
- (n) clause 23.14 – amend by deleting the words “earlier than 7 days after” and inserting in lieu the word “until”.

40.6 Adjustments

Each party agrees that if on completion of adjustment of outgoings required to be made under this Contract is overlooked or incorrectly calculated the advantaged party will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. The parties agree to rectify the error within 14 days of receipt of evidence of the error and a request for readjustment. This clause shall not merge on completion.

40.7 Additional Conditions Prevail

Where there is an inconsistency or conflict in the contract between the printed form standard conditions and the additional conditions, the additional conditions prevail.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 45/SP60870

SEARCH DATE	TIME	EDITION NO	DATE
29/9/2021	3:57 PM	5	13/5/2019

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 45 IN STRATA PLAN 60870
AT ALEXANDRIA
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

JASON MATTHEW LESSELS

(T AP247836)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP56790
- 2 AP247837 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20214509

PRINTED ON 29/9/2021

* 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.



FOLIO: CP/SP56790

SEARCH DATE	TIME	EDITION NO	DATE
29/9/2021	3:57 PM	7	17/5/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 56790
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ALEXANDRIA
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP56790

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 56790
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- WHELAN PROPERTY GROUP
PO BOX 75
STRAWBERRY HILLS 2012

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AM736080 INITIAL PERIOD EXPIRED
- 3 AR34159 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2000)

STRATA PLAN 56790

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 38	2	- 38	3	- 38	4	- 38
5	- 38	6	- 38	7	- 38	8	- 38
9	- 38	10	- 32	11	- 35	12	- 38
13	- 38	14	- 38	15	- 32	16	- 38
17	- 38	18	- 35	19	- 38	20	- 38
21	- 52	22	- 52	23	- 51	24	- 51
25	- SP60870						

STRATA PLAN 60870

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
26	- 53	27	- 53	28	- 45	29	- 56
30	- 49	31	- 40	32	- 40	33	- 40
34	- 40	35	- 40	36	- 40	37	- 40
38	- 40	39	- 38	40	- 37	41	- 40
42	- 40	43	- 41	44	- 41	45	- 37

END OF PAGE 1 - CONTINUED OVER

20214509

PRINTED ON 29/9/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP56790

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2000) (CONTINUED)

STRATA PLAN 60870

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
46	- 40	47	- 40	48	- 40	49	- 41
50	- 41						

NOTATIONS

UNREGISTERED DEALINGS: NIL

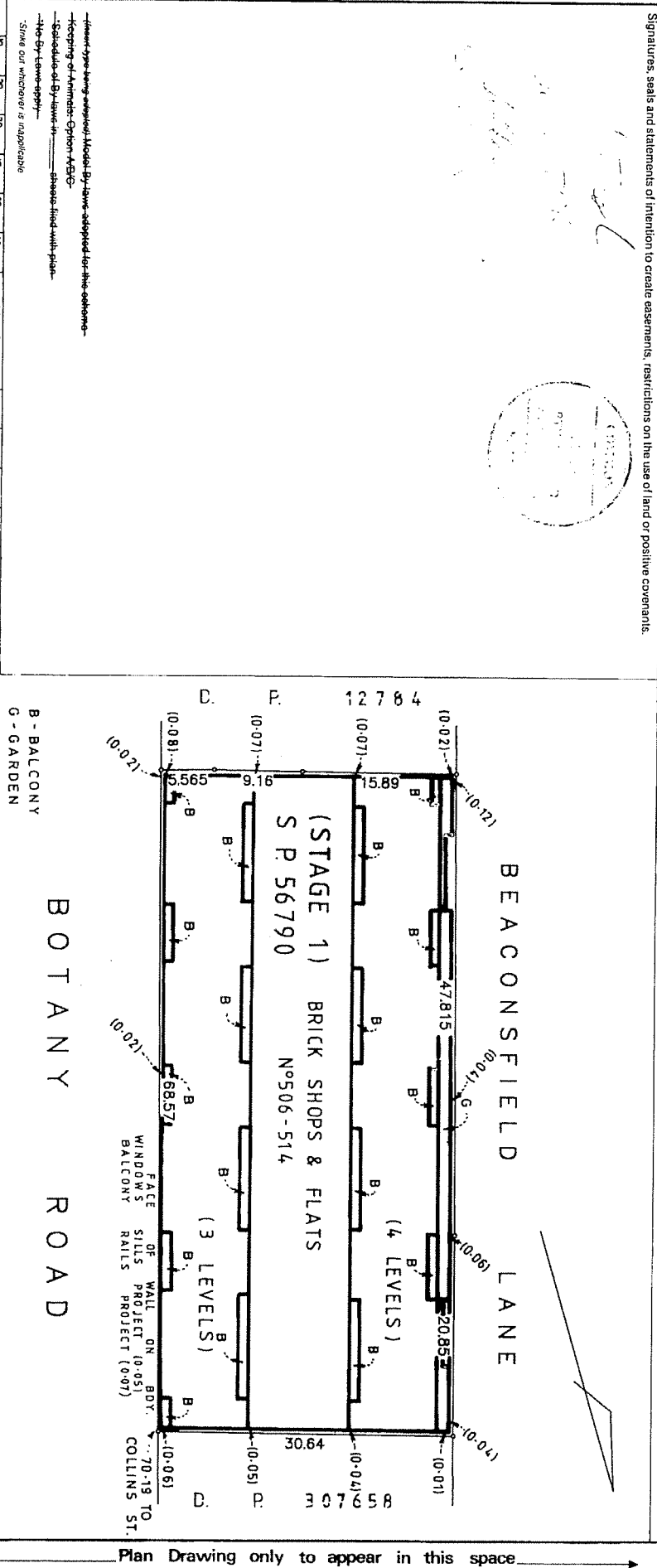
*** END OF SEARCH ***

20214509

PRINTED ON 29/9/2021

* 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.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

[illegible]

FORM 2

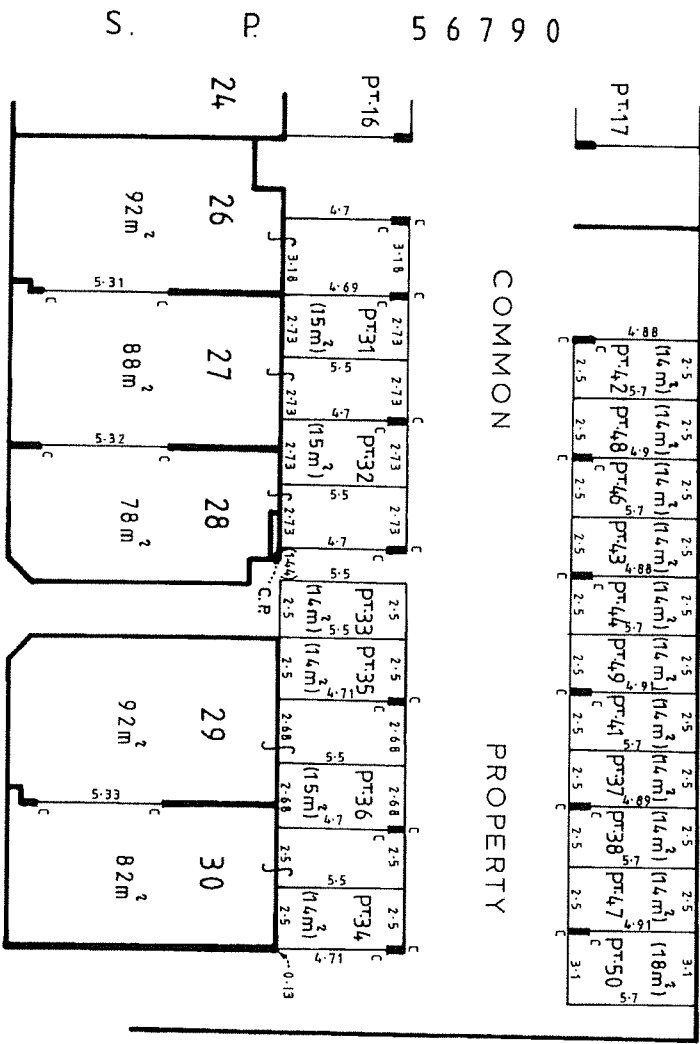
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 5 Sheets

SP60870

SCHEDULE OF UNIT ENTITLEMENTS

LOT N°	UNIT ENTITLEMENT
1-9 INCL.	38 EACH
10	32
11	35
12-14 INCL.	38 EACH
15	32
16 & 17	38 EACH
18	35
19 & 20	38 EACH
21 & 22	52 EACH
23 & 24	51 EACH
26 & 27	53 EACH
28	45
29	56
30	49
31-38 INCL.	40 EACH
39	38
40	37
41 & 42	40 EACH
43 & 44	41 EACH
45	37
46-48 INCL.	40 EACH
49 & 50	41 EACH
AGGREGATE	2000



Reduction Ratio 1: 200

Lengths are in metres

C - DENOTES CENTRE OF COLUMN.
C.P - COMMON PROPERTY

Surveyor Registered under Surveyors Act 1920
SURVEYOR'S REFERENCE: 960310 - 2 SP



FORM 2

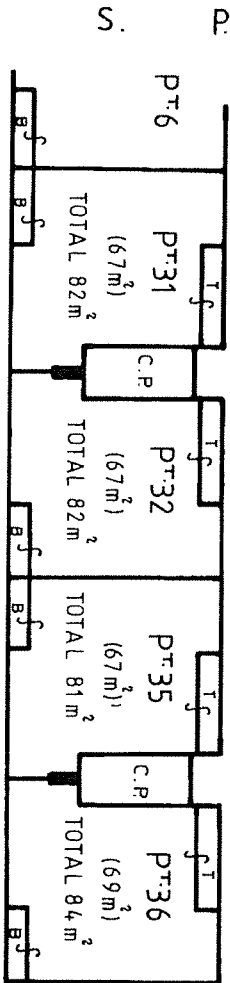
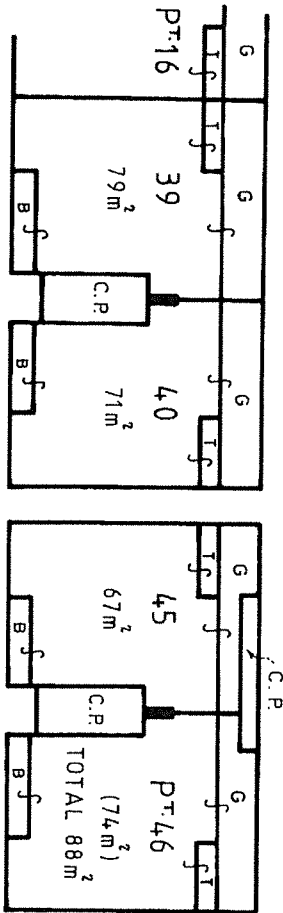
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 3 of 5
Sheets

THE STRATUM OF THE TERRACES & GARDENS WHERE NOT COVERED IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP60870

5 6 7 9 0



LEVEL 1

B - BALCONY (COVERED)
G - GARDEN
T - TERRACE
C.P. - COMMON PROPERTY

Reduction Ratio 1: 200

Lengths are in metres



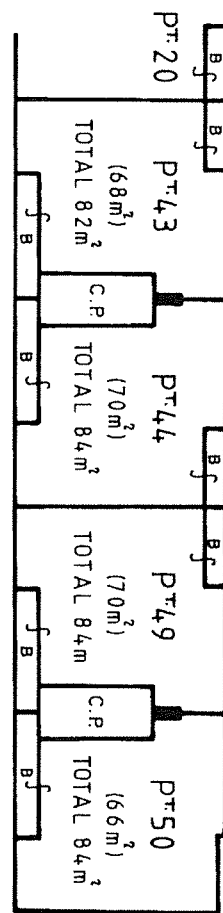
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 5 Sheets

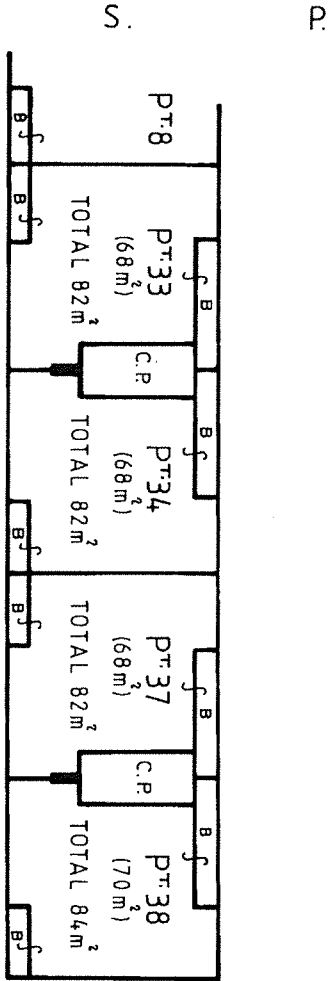
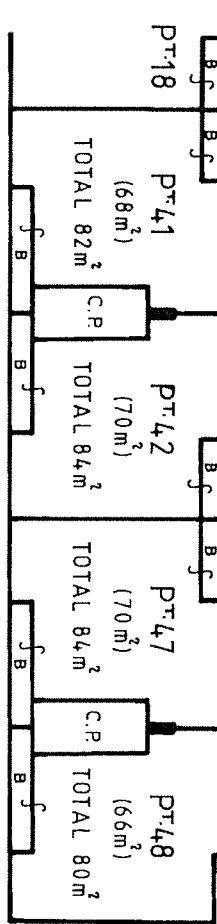
SP60870

THE STRATUM OF THE BALCONIES WHERE
NOT COVERED IS LIMITED TO 2.5 METRES
ABOVE THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



LEVEL 3

5 6 7 9 0



LEVEL 2

B - BALCONY
C.P. - COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres



SP60870

(SHEET 5 OF 5 SHEETS)

APPROVED FORM 20

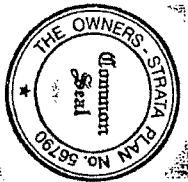
S. 28Q(1)(d)(f)

Strata Schemes (Freehold Development) Act 1973

Certificate of Owners Corporation

In pursuance of the Strata Schemes (Freehold Development) Act 1973 the Owners - Strata Plan No. 56790 hereby certifies that it has, by the unanimous resolution referred to in S.28Q(3)(c) agreed that the development scheme applying to this strata scheme should be concluded forthwith.

THE COMMON SEAL OF THE OWNERS STRATA PLAN NO. 56790 was hereunto fixed on 29th June 1999 in the presence of Craig Ferguson being the person authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



22 13-8-1999

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

• OFFICE USE ONLY

COUNCIL'S CERTIFICATE		SURVEYOR'S CERTIFICATE	
<p>SOUTH SYDNEY The Council hereby certifies that the plan of the land shown in the margin of this certificate is a true and correct copy of the original plan as submitted to the Council and approved by it.</p> <p>Date: 19 FEBRUARY 1998 Signature: [Signature]</p>		<p>ROBERT WILLIAM BARKER of DENNY LINKER & CO DX 630 SYDNEY</p> <p>a surveyor registered under the Surveyors Act 1928, hereby certify that: (1) each applicable requirement of Schedule 1A to the Statute Law Revision Act 1953 has been met; (2) the building enclosures on a plot have been measured and found to conform with the requirements of the said Act; (3) the survey information recorded in any accompanying action plan is accurate.</p> <p>Signature: R.W. Barker Date: 1.12.97</p>	
<p>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.</p> <p>This is sheet 1 of my Plan in 4 sheets.</p>			
<p>SCHEDULE OF BY-LAWS IN 5 SHEETS FILED WITH THIS PLAN. THIS PLAN CONTAINS A DEVELOPMENT STATEMENT OF 7 SHEETS.</p>		<p>PLAN OF SUBDIVISION OF LOT 510 D.P. 875869</p> <p>LGA SOUTH SYDNEY</p> <p>Suburb/Locality: ALEXANDRIA</p> <p>Parish: ALEXANDRIA</p> <p>County: CUMBERLAND</p> <p>Reduction Ratio 1: 400</p> <p>Lengths are in metres</p> <p>Name of, and *address for service of notices on, the owners corporation: *Address required on original strata plan only.</p> <p>THE OWNERS STRATA PLAN No 56790 No 506 - 514 BOTANY ROAD ALEXANDRIA 2015</p> <p>Registered: 19-3-1998 C.A.: No. 12/98 OF 19.2.1998 Purpose: STRATA PLAN Ref. Map: SOUTH SYDNEY SH. 9 Last Plan: DP 875869</p> <p>STRAITA PLAN 56790</p>	
<p>COMMON FETIN PTY. LIMITED A.C.N. 090 541 726 SEAL</p>		<p>BEACONSFIELD LANE</p> <p>BRICK FLATS & SHOPS No 506-514 (3 LEVELS) (4 LEVELS)</p> <p>BOTANY ROAD</p> <p>GARDEN</p> <p>D.P. 12784 D.P. 87658</p>	

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 4 Sheets

THE STRATUM OF LOT 25 IS LIMITED IN DEPTH TO 3 METRES BELOW AND WHERE NOT COVERED 15 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF LOT 24 ADJOINING.

STRATA PLAN 56790

SCHEDULE OF UNIT ENTITLEMENTS

LOT NO.	UNIT ENTITLEMENT
1-9 INCL.	38 EACH
10	32
11	35
12-14 INCL.	38 EACH
15	32
16 & 17	38 EACH
18	35
19 & 20	38 EACH
21 & 22	52 EACH
23 & 24	51 EACH
25	1052
AGGREGATE	2000

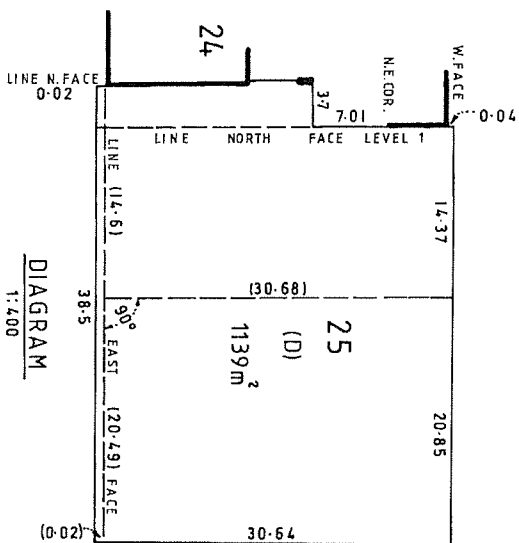
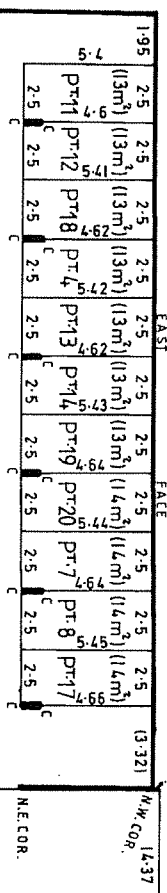


DIAGRAM
1:400

COMMON

PROPERTY



C - DENOTES CENTRE OF COLUMN FACE

GROUND LEVEL

(D) - DEVELOPMENT LOT
C.P. - COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 960310 SP

General Manager/Authorised Person

56790

*OFFICE USE ONLY

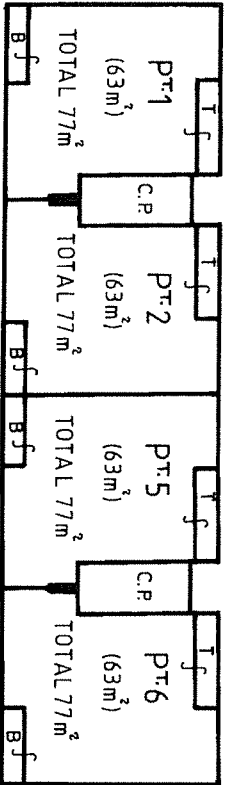
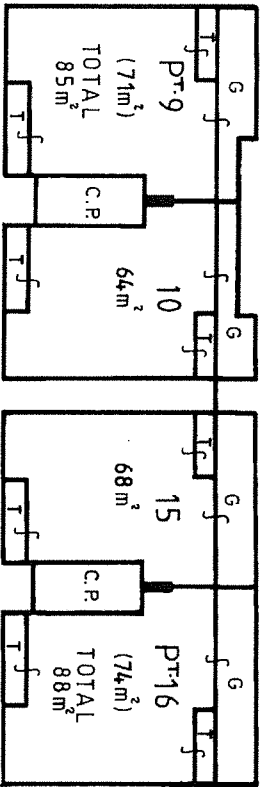
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

THE STRATUM OF THE TERRACES & GARDENS IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Sheet No. 3 of 4 Sheets

STRATA PLAN 56790



LEVEL 1

B - BALCONY (COVERED)
C.R. - COMMON PROPERTY
T - TERRACE

Reduction Ratio 1:200

Lengths are in metres

R. W. Smith

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE 960310 SP

56790

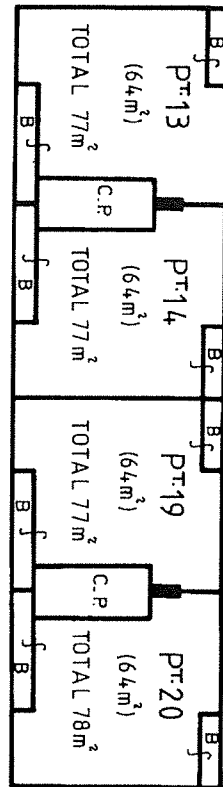
*OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

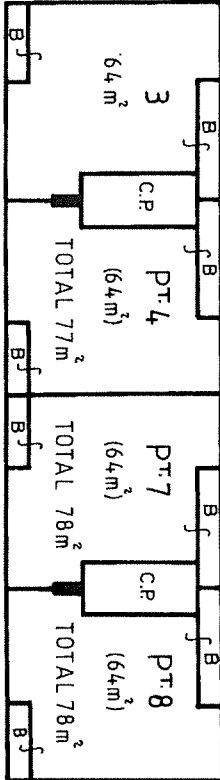
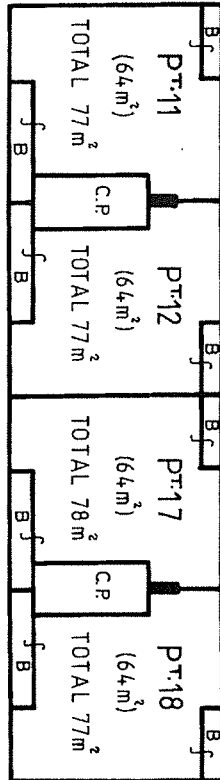
Sheet No. 4 of 4 Sheets

STRATA PLAN 56790



THE STRATUM OF THE BALCONIES WHERE NOT COVERED
 IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE
 OF THEIR RESPECTIVE FLOORS.

LEVEL 3



LEVEL 2

B - BALCONY
 C.P. - COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 960310 SP

General Manager/Authorised Person

*OFFICE USE ONLY

Form: 15CH
Release: 1-0

**CONSOLIDATION
CHANGE OF BY-LA**
New South Wales
Strata Schemes Management Act
Real Property Act 1900



AM736080S

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP 56790	
(B) LODGED BY	Document Name, Address or DX, Telephone, and Customer Account Number if any Collection Whelan Property Group Box PO BOX 75 W STRAWBERRY HILLS NSW 2012 Ph: 02) 9219 4111 Reference: SP56790.AH	CODE CH

- (C) The Owners-Strata Plan No. 56790 certify that pursuant to a resolution passed on 20/7/2017 and
(D) in accordance with the provisions of Section No. 141 & 142 of the Strata Schemes Management Act 2015
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. NOT APPLICABLE
Amended by-law No. NOT APPLICABLE
as fully set out below:
Please refer to attached Annexure A for consolidated By Laws

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
(G) The seal of The Owners-Strata Plan No. 56790 was affixed on 11/9/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Ashley Hunt

Authority: Licensed Strata Manager

Signature:

Name: Matthew Hua

Authority: Strata Assistant





WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

WHELAN PROPERTY GROUP PTY LTD

ABN: 28 116 912 488

PO BOX 75, STRAWBERRY HILLS NSW 2012
277 PYRMONT STREET, ULTIMO 2007

T: 02 9219 4111 | F: 02 9281 9915

E: strata@whelanproperty.com.au

www.whelanproperty.com.au

ANNEXURE A

The Owners – Strata Plan 56790





Table of Contents

1 Noise4

2 Vehicles.....4

3 Obstruction of common property.....4

4 Damage to lawns and plants on common property4

5 Damage to common property.....4

6 Behaviour of owners and occupiers.....5

7 Children playing on common property in building5

8 Behaviour of invitees.....5

9 Depositing rubbish and other material on common property.....5

10 Drying of laundry items6

11 Cleaning windows and doors.....6

12 Storage of inflammable liquids and other substances and material6

13 Moving furniture and other objects on or through common property.6

14 Floor coverings6

15 Garbage disposal.....7

16 Keeping of animals7

17 Appearance of lot.....7

18 Curtains8

19 Change in use of lot to be notified8

20 Preservation of fire safety.....8

21 Prevention of hazards8

22 Provision of amenities or services8

23 Controls on hours of operation and use of facilities9

24 Exclusive use of grease traps.....9

25 Water charges.....10

26 Special By-Law 1 (Prohibition of Smoking).....10

27 Special By-Law 2 (Service of documents on owner of a lot by Owners Corporation)10





WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

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.

2 Vehicles

(1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation.

(2) The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the written approval of the Owners Corporation:

- (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.

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 except with the written approval of the Owners Corporation.

(2) An approval given by the Owners Corporation under subclause (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 to improve safety within the owner's lot; 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; or





- (d) any sign to advertise the activities of the occupier of the lot if the Owners Corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (e) Any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (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 62, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (~) that forms part of the common property and that services the lot.

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.

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.

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.

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 except with the written approval of the Owners Corporation.





10 Drying of laundry items

An owner or occupier of a lot must not, except with the written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article in 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.

11 Cleaning windows and doors

- (1) 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, unless:
 - (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (b) That glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.
- (2) If any glass is not required to be kept clean by the owner or occupier of a lot because of subclause (1), the Owners Corporation must keep that glass clean.

12 Storage of inflammable liquids and other substances and material

- (1) An owner or occupier of a lot must not, except with the written approval 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.

13 Moving furniture and other objects on or through common property.

- (1) An owner or occupier of a lot must not transport any furniture or large object or deliveries to or from the lot through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An Owners Corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

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.

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage and recyclable materials or waste:
 - (a) must ensure that before refuse and recyclable materials or waste are placed in the receptacles it is in the case of refuse securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or waste separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) Must promptly remove any thing which the owner or occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 Keeping of animals

- (1) Subject to Section 49(4) an owner or occupier of a lot must not, without the written approval of the Owners Corporation, keep any animal (except a small cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) 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.
- (3) If an owner or occupier of a lot keeps a small cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the Owners Corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) carry the animal when it is on the common property, and
 - (d) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

17 Appearance of lot





The owner or occupier of a lot must not, except with the written approval 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.

18 Curtains

The owner or occupier of a lot shall ensure that all curtains, blinds and shutters be of a white ivory or buff colour as viewed from the outside of the building.

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)

20 Preservation of fire safety

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

21 Prevention of hazards

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of a another lot or any person lawfully using the common property.

22 Provision of amenities or services

The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to the common property or one or more of the lots, or to the Owners Corporation or the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,





- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) Telecommunication services (for example, cable television).

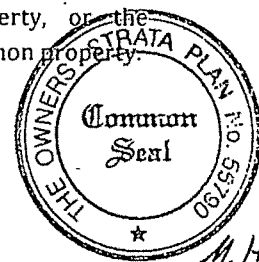
23 Controls on hours of operation and use of facilities

- (1) The Owners Corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - (a) that commercial or business activities may only be conducted on a lot or common property during certain times,
 - (b) That facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

24 Exclusive use of grease traps

The owners for the time being of Lots 21, 22, 23, 24, 26, 27, 28, 29, and 30 ("the owners") who require and have the benefit of using the grease traps shall incur the following conditions;

- (a) The conditions of this by-law affect an owner only in relation to the subject common property of which jointly with other owners he has a right of exclusive use and enjoyment under this by-law.
- (b) For the purposes of this by-law, the subject common property shall include all pipes, ducts, conduits and all fixtures and fittings within and ancillary to the subject common property.
- (c) The owners shall be jointly responsible for the proper maintenance and keeping in a state of good and serviceable repair of the subject common property, and shall renew or replace the subject common property or any part of it whenever necessary.
- (d) The owners shall be jointly responsible to pay any charge or rate imposed by statutory authorities in respect of the subject common property and the costs of removal of waste from the subject common property.
- (e) The owners shall jointly indemnify the Owners Corporation against any costs or liabilities incurred by the Owners Corporation as a result of the use or maintenance of the subject common property, or the replacement of or removal of waste from the subject common property.





- (f) The owners shall ensure that the removal of waste from the subject common property and the undertaking of any of their obligations under this by-law is carried out in such a way as to cause minimum nuisance or hazard to the occupier of another lot or to any person lawfully using the common property.

25 Water charges

The owners for the time being of Lots 21, 22, 23, 24, 26, 27, 28, 29, and 30 shall be levied on a quartile basis for the amount of water used in respect to their lot. The Owners Corporation will install check meters relating to each of the lots and charge at the current rate as determined by relevant authority.

26 Special By-Law 1 (Prohibition of Smoking)

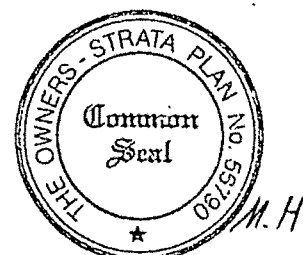
An owner or occupier of a lot must not:

- (a) Smoke within common property;
- (b) Allow any invitee of the owner or occupier to smoke within the common property;
- (c) Deposit, drop or throw cigarette butts or matches on the parcel;
- (d) Allow any invitee of the owner or occupier to deposit, drop or throw cigarette butts or matches on the parcel.

Note: A penalty of up to five penalty units may be imposed for breach of this by-law.

27 Special By-Law 2 (Service of documents on owner of a lot by Owners Corporation)

A document can be served on the owner of a lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate:~~

The seal of The Owners - Strata Plan No 56790 was affixed on ^ 11 September 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: Ashley Hunt Authority: STRATA MANAGING AGENT

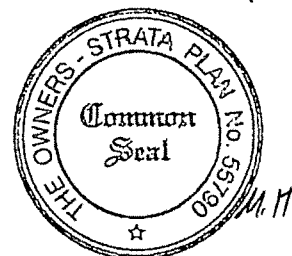
Signature: [Signature] Name: Matthew Hua Authority: Strata Assistant

^ Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in it entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AR34159S

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

For the common property
CP/SP 56790

(B) **LODGED BY**

Document
Collection
Box

Name

Company Whelan Property Group

Address PO BOX 75
STRAWBERRY HILLS NSW 2012

E-mail grace@whelanproperty.com.au Contact Number (02) 9219 4111

Customer Account Number

Reference SBL 3

CODE

CH

(C) The Owner-Strata Plan No. 56790 certify that a special resolution was passed on 8/3/2021

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Law 3

Amended by-law No. NOT APPLICABLE


as fully set out below :

Please refer to attached Consolidated By-Laws

Please see page 28 for added Special By-Law 3.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 56790 was affixed on 25/3/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Elizabeth Avery

Authority: Strata Managing Agent

Signature:

Name:

Authority:





WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

WHELAN PROPERTY GROUP PTY LTD

ABN: 28 116 912 488

PO BOX 75, STRAWBERRY HILLS NSW 2012

277 PYRMONT STREET, ULTIMO 2007

T: 02 9219 4111 | F: 02 9281 9915

E: strata@whelanproperty.com.au

www.whelanproperty.com.au

CONSOLIDATED BY-LAWS

The Owners – Strata Plan 56790





Table of Contents

1	Noise	4
2	Vehicles	4
3	Obstruction of common property	4
4	Damage to lawns and plants on common property	4
5	Damage to common property	4
6	Behaviour of owners and occupiers	5
7	Children playing on common property in building	5
8	Behaviour of invitees	5
9	Depositing rubbish and other material on common property	5
10	Drying of laundry items	6
11	Cleaning windows and doors	6
12	Storage of inflammable liquids and other substances and material	6
13	Moving furniture and other objects on or through common property	6
14	Floor coverings	6
15	Garbage disposal	7
16	Keeping of animals	7
17	Appearance of lot	7
18	Curtains	8
19	Change in use of lot to be notified	8
20	Preservation of fire safety	8
21	Prevention of hazards	8
22	Provision of amenities or services	8
23	Controls on hours of operation and use of facilities	9
24	Exclusive use of grease traps	9
25	Water charges	10
26	Special By-Law 1 (Prohibition of Smoking)	10
27	Special By-Law 2 (Service of documents on owner of a lot by Owners Corporation)	10
28	Special By-Law 3 (Lot 41 Works)	10



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.

2 Vehicles

- (1)** An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation.
- (2)** The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the written approval of the Owners Corporation:

- (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.

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 except with the written approval of the Owners Corporation.
- (2)** An approval given by the Owners Corporation under subclause (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 to improve safety within the owner's lot; 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; or



- (d) any sign to advertise the activities of the occupier of the lot if the Owners Corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (e) Any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (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 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (~) that forms part of the common property and that services the lot.

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.

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.

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.

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 except with the written approval of the Owners Corporation.



10 Drying of laundry items

An owner or occupier of a lot must not, except with the written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article in 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.

11 Cleaning windows and doors

- (1)** 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, unless:
 - (a)** the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (b)** That glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.
- (2)** If any glass is not required to be kept clean by the owner or occupier of a lot because of subclause (1), the Owners Corporation must keep that glass clean.

12 Storage of inflammable liquids and other substances and material

- (1)** An owner or occupier of a lot must not, except with the written approval 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.

13 Moving furniture and other objects on or through common property.

- (1)** An owner or occupier of a lot must not transport any furniture or large object or deliveries to or from the lot through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2)** An Owners Corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3)** If the Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

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.

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage and recyclable materials or waste:
 - (a) must ensure that before refuse and recyclable materials or waste are placed in the receptacles it is in the case of refuse securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or waste separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) Must promptly remove any thing which the owner or occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 Keeping of animals

- (1) Subject to Section 49(4) an owner or occupier of a lot must not, without the written approval of the Owners Corporation, keep any animal (except a small cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) 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.
- (3) If an owner or occupier of a lot keeps a small cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the Owners Corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) carry the animal when it is on the common property, and
 - (d) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

17 Appearance of lot



The owner or occupier of a lot must not, except with the written approval 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.

18 Curtains

The owner or occupier of a lot shall ensure that all curtains, blinds and shutters be of a white ivory or buff colour as viewed from the outside of the building.

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)

20 Preservation of fire safety

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

21 Prevention of hazards

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of a another lot or any person lawfully using the common property.

22 Provision of amenities or services

The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to the common property or one or more of the lots, or to the Owners Corporation or the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,



- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) Telecommunication services (for example, cable television).

23 Controls on hours of operation and use of facilities

- (1) The Owners Corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - (a) that commercial or business activities may only be conducted on a lot or common property during certain times,
 - (b) That facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

24 Exclusive use of grease traps

The owners for the time being of Lots 21, 22, 23, 24, 26, 27, 28, 29, and 30 ("the owners") who require and have the benefit of using the grease traps shall incur the following conditions;

- (a) The conditions of this by-law affect an owner only in relation to the subject common property of which jointly with other owners he has a right of exclusive use and enjoyment under this by-law.
- (b) For the purposes of this by-law, the subject common property shall include all pipes, ducts, conduits and all fixtures and fittings within and ancillary to the subject common property.
- (c) The owners shall be jointly responsible for the proper maintenance and keeping in a state of good and serviceable repair of the subject common property, and shall renew or replace the subject common property or any part of it whenever necessary.
- (d) The owners shall be jointly responsible to pay any charge or rate imposed by statutory authorities in respect of the subject common property and the costs of removal of waste from the subject common property.
- (e) The owners shall jointly indemnify the Owners Corporation against any costs or liabilities incurred by the Owners Corporation as a result of the use or maintenance of the subject common property, or the replacement of or removal of waste from the subject common property.



- (f) The owners shall ensure that the removal of waste from the subject common property and the undertaking of any of their obligations under this by-law is carried out in such a way as to cause minimum nuisance or hazard to the occupier of another lot or to any person lawfully using the common property.

25 Water charges

The owners for the time being of Lots 21, 22, 23, 24, 26, 27, 28, 29, and 30 shall be levied on a quartile basis for the amount of water used in respect to their lot. The Owners Corporation will install check meters relating to each of the lots and charge at the current rate as determined by relevant authority.

26 Special By-Law 1 (Prohibition of Smoking)

An owner or occupier of a lot must not:

- (a) Smoke within common property;
- (b) Allow any invitee of the owner or occupier to smoke within the common property;
- (c) Deposit, drop or throw cigarette butts or matches on the parcel;
- (d) Allow any invitee of the owner or occupier to deposit, drop or throw cigarette butts or matches on the parcel.

Note: A penalty of up to five penalty units may be imposed for breach of this by-law.

27 Special By-Law 2 (Service of documents on owner of a lot by Owners Corporation)

A document can be served on the owner of a lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

28 Special By-Law 3 (Lot 41 Works)

Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Special Privileges to perform Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Common Property Rights By-law.

Defined Terms and Interpretation

- (2) "Act" is the Strata Schemes Management Act 2015.
- (3) "Lot" is lot 41 on the strata scheme.



- (4)** "Owner" means the owner or owners of the Lot from time to time on strata plan no.56790 (in subdivision plan SP60870).
- (5)** "Cosmetic Works" means aesthetic works as defined in section 109 of the Act and under any relevant by-law applicable to the scheme, which affect common property and do not require the consent of the Owners Corporation.
- (6)** "Minor Renovations" means work items as defined in section 110 of the Act, under Regulation 28 of the Strata Schemes Management Regulation 2016 and pursuant to any Minor Renovations By-law applicable to the scheme.
- (7)** "Special Privileges" means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works and/or Minor Renovations.
- (8)** "Works" means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below:
 - (i)** Bathroom
 - (a)** Remove existing floor and wall tiles
 - (b)** Remove existing fixtures, fittings and accessories, including taps and fittings, vanity, toilet, bath and shower screen
 - (c)** Relocate existing shower/bath hot and cold plumbing to suit new shower location, using existing floor waste. No structural plumbing works required
 - (d)** Relocate shower plumbing to suit new mixer on adjacent wall
 - (e)** Relocate shower spout to a higher location
 - (f)** Relocate toilet water inlet to suit new back to wall toilet
 - (g)** Remove render to footprint of existing tiles
 - (h)** Install new render to footprint of existing tiles
 - (i)** Install waterproof membrane to Australian Standards
 - (j)** Install new floor and wall tiles from floor to ceiling
 - (k)** Install new cornices
 - (l)** Install new fixtures, fittings and accessories, including new vanity and mixer, new shower wall taps & spout or mixer, new frameless shower screen (walk-in shower), toilet, custom-made wall cabinet, mirror cabinet and other new accessories
 - (ii)** Laundry
 - (a)** Remove existing laundry tub
 - (b)** Remove existing taps and fittings
 - (c)** Remove existing floor and wall skirting tiles
 - (d)** Relocate existing washing machine taps to under bench using existing plumbing.
 - (e)** Install new power point for washing machine under bench
 - (f)** Install waterproof membrane to Australian Standards
 - (g)** Install new floor, skirting and splash back tiles
 - (h)** Install new custom-made joinery and Caesar Stone benchtop above sink cabinet and washing machine
 - (i)** Install new laundry wall taps and standard washing machine taps



- (iii) Other Works
 - (a) Remove and replace all power points and light switches to existing
 - (b) Replace existing light fittings with new to existing locations
- (9) In this Common Property Rights By-law, unless the context otherwise requires:
 - (a) headings do not affect the interpretation of this Common Property Rights By-law;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) words defined in the Act have the meaning given to them in the Act; and
 - (e) references to legislation includes references to amending and replacing legislation.
- (10) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights Bylaw prevails.

Grant of Special Privileges

- (11) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS

Before undertaking Works

Planning, Approvals and Certificates

- (12) The Owner must, if required by law, obtain written approval for the Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to performance of the Works.
- (13) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the Environmental Planning and Assessment Act 1979 and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

Specification of Works

- (14) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:
 - (a) further specifications of the Works;
 - (b) the signed Owner's consent form for this By-law in respect of the Works;
 - (c) details of the contractor performing the Works; and
 - (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

Carrying out the Works

Hours of Works



- (15) The Owner must perform the Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

Compliance with Codes

- (16) The Owner performing the Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (17) The Owner performing the Works must ensure compliance with the standards as set out in the National Construction Code (NCC) or any other standards as required by the Owners Corporation, current at the time the Works are undertaken.

General Conditions

- (18) When performing the Works, the Owner must:
- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
 - (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
 - (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
 - (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
 - (e) keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Works.
 - (f) must only perform the Works when the door between the Lot and the common property is completely closed.
 - (g) ensure that the corridor serving the Lot is protected from damage for the duration of the Works.
 - (h) ensure that any carpeted area is protected by the use of floor protection and kept reasonably clean during any Works.
 - (i) repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Works

- (19) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.
- (20) Upon completion of the Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents relating to the Works:
- (a) Certification of waterproofing from a duly licensed and insured contractor; and
 - (b) any other documents or requisite certificates reasonably required by the Owners Corporation relating to the Works and the occupation of the Lot.

Owner's Enduring Obligations

Maintenance and Repair

- (21) The Owner must, at the Owner's expense:



- (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
 - (b) properly maintain the common property that will be altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.
- (22) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

- (23) The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;
 - (b) any excess payable by way of claim made under the Owners Corporation's insurance and / or increased
 - (c) insurance premiums by the Owners Corporation as a direct result of the Works; and
 - (d) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.
- (24) To the extent that section 106 (3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this Common Property Rights By-law.

Repair of Damage

- (25) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.
- (26) Any loss and damage suffered by the Owners Corporation as a result of making and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

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

Costs of this By-Law

- (28) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the



registration of this Common Property Rights By-law until such time as the Owner pays those costs.



Approved Form 10

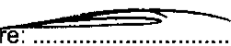
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an
exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing
being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 56790 was affixed on ^ 23 March 2021 in the
presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to
attest the affixing of the seal.

Signature:  Name: Elizabeth Avery Authority: STRATA MANAGING AGENT

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during
the initial period and when the common property title does not have a notification indicating the initial
period has been expired.



INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

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

Applicant:	INFOTRACK PTY LIMITED
Your reference:	20214509
Address of property:	506-514 Botany Road , BEACONSFIELD NSW 2015
Owner:	THE OWNERS - STRATA PLAN NO 56790
Description of land:	Lot 510 DP 875869, Lots 1-24 SP 56790, Lots 26-50 SP 60870
Certificate No.:	2021337523
Certificate Date:	29/09/21
Receipt No:	0182684
Fee:	\$53.00
Paid:	29/09/21

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



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

CERTIFICATE ENQUIRIES:

Ph: 9265 9333
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone B4 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To ensure uses support the viability of centres.

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Extractive industries; Heavy industrial storage establishments; Heavy industries

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

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

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

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

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

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

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

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 64 – Advertising and Signage

This policy aims to ensure that signage (including advertising):
Is compatible with the desired amenity and visual character of an area, and
Provides effective communications in suitable locations, and
Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

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

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

State Environmental Planning Policy (State Significant Precincts) 2005

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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

State Environmental Planning Policy (Infrastructure) 2007

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

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

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

development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Affordable Rental Housing) 2009

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

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

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and
- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)**

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

This SEPP does not apply to the land.

(3) Complying Development

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

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

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

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

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

Housing Internal Alterations Code

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

Commercial and Industrial Alterations Code

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

Subdivisions Code

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

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

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

Demolition Code

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

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

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

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

(5) Mine Subsidence District

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

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

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

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

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

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

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

(7A) Flood related development controls information.

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

Property is within the flood planning area	YES
Property is outside the flood planning area	NO
Property is within a buffer zone	NO

- (2) 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

Property is between the flood planning area and probable maximum flood.	YES
Property is outside the flood planning area and probable maximum flood	NO
Property is within a buffer zone	NO

- (3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain

Development Manual.

(8) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(9) Contribution plans

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

▪ Central Sydney Development Contributions Plan 2013 – in operation 9 th July 2013	NO
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	YES
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 th May 2007	NO
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	

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

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

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

(12) Property vegetation plans

Not Applicable

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

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

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

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

(3) In this clause:

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

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

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

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

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

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

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

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

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

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

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

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

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:
Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

End of Document



MR JASON LESSELS
C/- PAUL MORABITO
PO BOX Q1108
QVB POST OFFICE NSW 1230

Our reference: 7124935197639

Phone: 13 28 66

13 October 2021

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 JASON,

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

Notice number	2410609739304
Vendor name	JASON LESSELS
Clearance Certificate Period	13 October 2021 to 13 October 2022

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.



Revenue

Enquiry ID	3584065
Agent ID	81429403
Issue Date	13 Oct 2021
Correspondence ID	1734422866
Your reference	20214509

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S60870/45	Unit 45, 506-514 BOTANY RD BEACONSFIELD 2015	\$203 500

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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

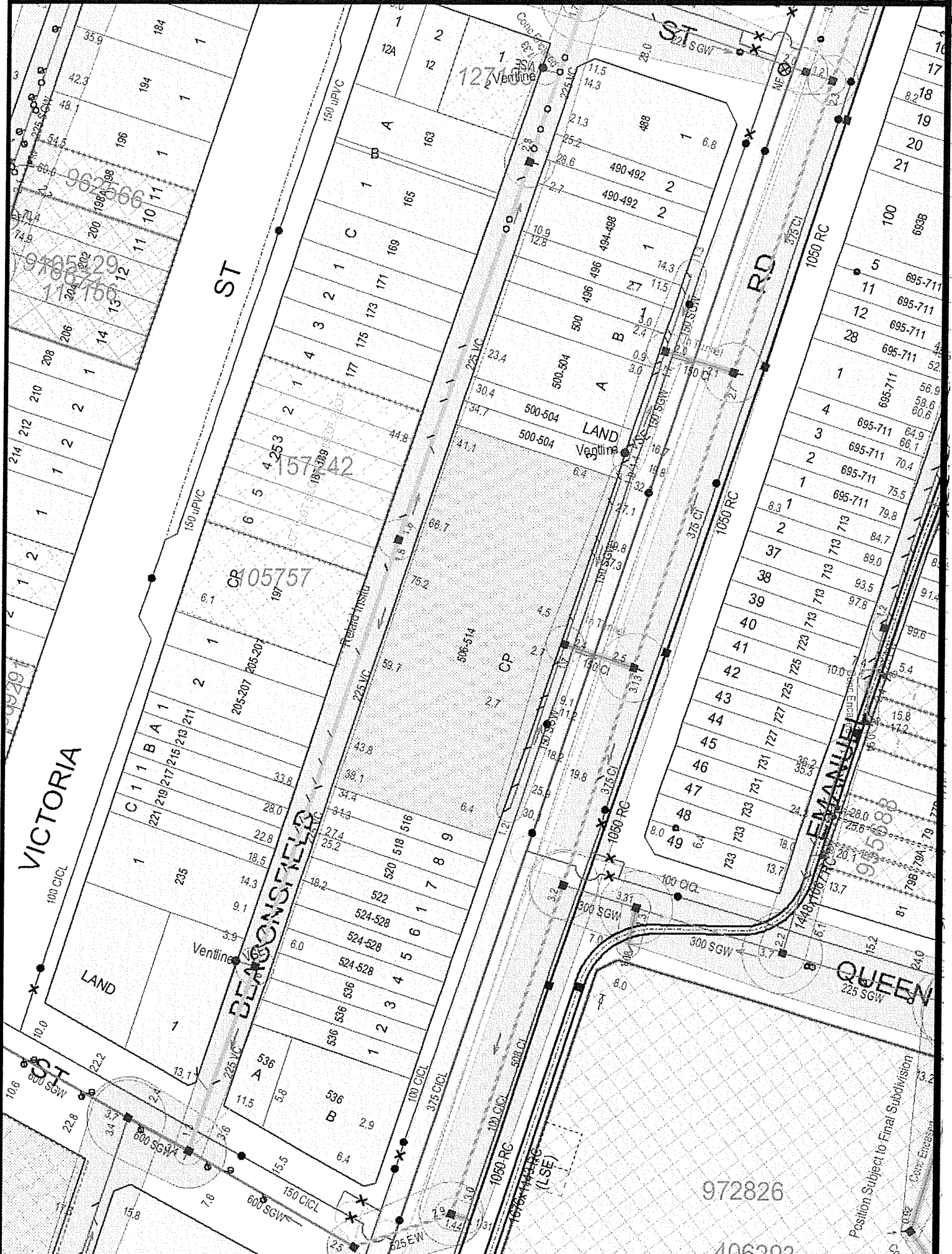


1300 139 816*



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

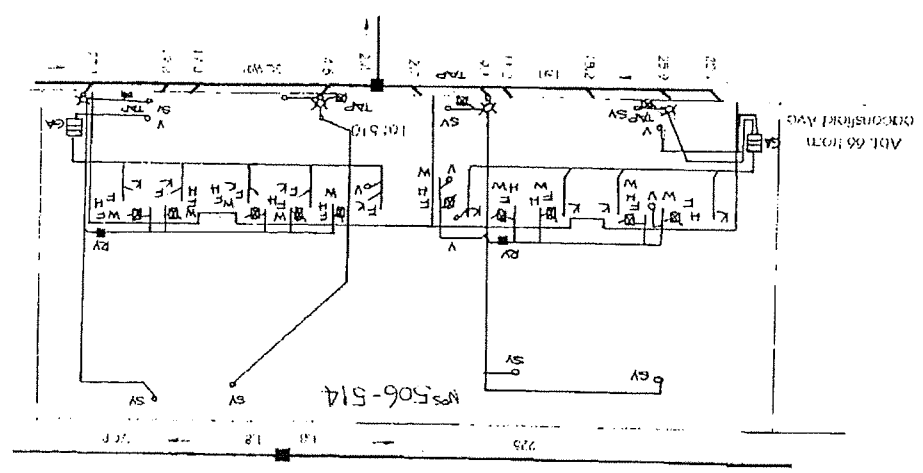
* Overseas customers call +61 2 7808 6906
Help in community languages is available.



SYMBOLS AND ABBREVIATIONS	
INDICATES - DRAINAGE FITTINGS	
	Manhole
	Chamber
	Lampole
	Boundary Trap
	Inspection Shift
	Grease Interceptor
	Gully
INDICATES - PLUMBING FIXTURES & OR FITTINGS	
	Sink
	Toilet
	Shower
	Bath
	Kitchen Sink
	Tub
	Washbasin
	Water Closet
	Bath Waste
	Handbasin
	Lab Sink
	Washing Machine
	Floor Waste
	Drainage
	Waste Stack

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

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 5, Clause 3).



W.S. _____	Inspector _____	Date of Issue _____	PLUMBING Inspected	YES	NO
U.S. _____	Field Diagram Examined by _____	Outfall _____	Inspector _____		
Sheet No. 1062	Tracing Checked by _____	Plumber _____	Boundary Trap is required		
Connection Date: _____			For Regional Manager		

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.

Disclaimer