

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Oxford Agency</b> 40 Flinders Street, Darlinghurst NSW 1300	<b>Phone: 02 9331 2180</b> <b>Fax: 02 9331 2991</b> <b>Ref: Matt Marano</b>
co-agent		
vendor	<b>Keith Raymond Mitchell</b> Apartment 507, 389-393 Bourke Street, Surry Hills NSW 2010	
vendor's solicitor	<b>Taitz Law &amp; Associates</b> Level 8, Suite 806, 251 Oxford Street, Bondi NSW 2026 Email: darryn@taitzlaw.com.au	<b>Phone: 0411318726</b> <b>Ref: DT:2024-01-00233-</b>
date for completion	<b>42nd day after the contract date</b> (clause 15)	
land (address, plan details and title reference)	<b>Apartment 507, 389-393 Bourke Street, Surry Hills NSW 2010</b> <b>Folio Identifier 46/SP13644</b> <input type="checkbox"/> VACANT POSSESSION <input checked="" 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	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

**GST AMOUNT** (optional) The price includes GST of: \$

buyer's agent

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

## SIGNING PAGE

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

### Choices

Vendor agrees to accept a **deposit-bond**  NO  yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4):  
**Manual transaction** (clause 30)

NO  yes

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

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

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make an **GSTRW payment** (GST residential withholding payment)  NO  yes (if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

Is any of the consideration not expressed as an amount in money?  NO  yes

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

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

### List of Documents

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

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

Ace Body Corporate Management, Unit 201/27-39 Abercrombie St, Chippendale NSW 2008, Tel [\(02\) 9690 1737](tel:0296901737)

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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



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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

**13 Goods and services tax (GST)**

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

507/389-393 BOURKE ST, SURRY HILLS 2010

## **DISCLOSURE**

30. For the purposes of the Conveyancing Act 1919 (NSW) and the provisions of this contract referring to disclosure:
- (a) a disclosure is deemed to be made if a reference to the relevant matter is made in this contract; and
  - (b) the vendor discloses all of the material appearing in the documents annexed or attached to this contract, whether or not that material is specified in the list of documents appearing on page 3 of this contract.

## **ADDITIONAL CLAUSES**

- 30.1 If completion of this contract does not take place on or before the intended completion date then, without prejudice to any other remedy which may be available to the parties, either party will at any time thereafter be at liberty to serve on the other a notice in writing requiring the other to complete this contract within fourteen (14) days of the date of such service. For the purpose of this contract, such notice will be deemed both in law and in equity sufficient to make time of the essence of this contract. If the vendor issues a notice to complete, then the purchaser will pay the vendor's legal costs of \$440.00 incurred in the preparation and service of the notice. It is an essential provision of this contract that the costs be paid on completion. A party serving a notice to complete reserves the right to withdraw the notice; and issue further notices to complete.
- 30.2 Notwithstanding anything herein contained, if the purchaser fails to complete this contract on or before the intended completion date, then the purchaser will pay at completion, in addition to the balance of the purchase monies payable hereunder, interest on the balance purchase monies at the rate of eight percent (8%) per annum calculated from (but excluding) the intended completion date up to and including the date of actual completion. No interest will be paid by The Purchaser if the Vendor is not ready to complete. It is an essential term of this contract that the interest due is paid on completion.
- 30.3 Without limiting any other right of the vendor, if the purchaser does not complete on the completion date, or any other date as agreed between the parties, or reschedules settlement then the purchaser must pay to the vendor \$330 (including GST) on completion, for each occurrence that completion is rescheduled due to the purchaser being unable to complete. This is compensation for the additional legal expenses that the vendor incurs for the rescheduling of completion.
31. The property is sold in its present state of repair and condition and subject to any infestation and dilapidation and no objection requisition or claim for

compensation shall be made by the purchaser on account of any of the following:

- 31.1 Any latent or patent defects in the land.
- 31.2 The state of repair of the improvements on the property or any real or apparent breaches of any statute or any ordinances with respect thereto.
32. The purchaser acknowledges that the purchaser does not rely in this contract upon any warranty or representation made by the vendor or any person on behalf of the vendor except such as are expressly provided herein but has relied entirely upon the purchaser's own enquiries relating to an inspection of the property and the purchaser further acknowledges that the purchaser accepts the property and any chattels and the things included in this contract in their present condition subject to fair wear and tear.
33. The purchaser warrants that the purchaser has not been introduced to the property or the vendor by any agent other than the agent (if any) specified herein and shall indemnify the vendor in this respect. The Vendors rights under this clause continue after completion.
34. The purchaser:
  - 34.1 will take title and complete this contract subject to any sewer, the existence of which is specifically disclosed in this contract, and subject to the existing water drainage gas electricity telephone or other installations and services (if any);
  - 34.2 will make no objection requisition or claim for compensation if the sewer so disclosed passes through or penetrates the property or passes under any building or other structure erected on the property;
  - 34.3 will make no objection requisition or claim for compensation if any boundary of the property is not fenced or if any boundary fence or wall is not upon or within such boundary.
  - 34.4 will make no objection requisition or claim for compensation if there is any encroachment by or upon the property or if the property together with the improvements thereon does not comply with the provisions of the Local Government Act or any ordinance made thereunder;
  - 34.5 will not require the vendor to carry out any works on the property or expend any money on the property nor make any application for or do anything towards obtaining a survey report or any report or reports prepared of a similar nature.

- 34.6 agrees that the terms and conditions set out in this contract contain the entire agreement as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or sales or other brochures produced or statements made before the execution of this contract.
- 34.7 Notwithstanding any provisions herein to the contrary, the property is sold in its state of cleanliness and condition as at the date of completion of this contract. The vendor shall not be called upon to remove or be liable for the removal of any refuse, discarded objects, waste material, soil or rubbish which may have been left, deposited or abandoned on the property.
35. Without in any manner negating limiting or restricting any rights or remedies which would have been available to the vendor or purchaser at law or in equity had this clause not been included herein, it is hereby agreed and declared that should the purchaser or vendor (or any one of the purchasers or vendors if there is more than one) prior to completion:
- 35.1 die or become mentally ill or an incapable person or become a person who cannot be found, then the non-defaulting party may rescind the within contract by notice in writing forwarded to the solicitor named as the purchaser's or vendors solicitor in this contract and thereupon the provisions of clause 19 hereof shall apply; or
- 35.2 be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or, being a company, resolve to go into liquidation or have a petition for the winding up of the purchaser or vendor presented or enter into any scheme or arrangement with its creditors or should any liquidator receiver or official manager be appointed in respect of the purchaser or vendor, thereupon the party shall be in default and the non-defaulting party may terminate the contract by written notice to the defaulting parties solicitor.
36. The deposit is agreed as 10% of the price. The purchaser must pay at least for the deposit (equal to 5% of the price) on the making of this contract and the remainder of the deposit must be paid on the date for completion stated on the front page of this contract. If the deposit is not paid on time and in full, the vendor can terminate the contract. If the vendor terminates this contract any part of the deposit that has been paid is forfeited and the vendor may recover from the purchaser any unpaid part of the deposit as liquidated damages which are agreed by the parties is a genuine estimate of the damage for the loss of the vendors bargain. This clause does not prevent the vendors from also recovering from the purchasers any damages that exceed 10% of the purchase price. Any interest earned will be paid to the vendor in full.



37. If the purchaser of the property is a company (other than a public company listed on The Australian stock exchange), the officers or persons (“guarantor”) who executes this Contract on behalf of the Company, or who attest the affixing of the seal of the Company to this Contract, hereby jointly and severally:
- (a) unconditionally guarantee to the vendor the performance of all obligations of the purchaser under this Contract, including payment of all money payable by or recoverable from the purchaser, notwithstanding this contract is not enforceable against the purchaser in whole or in part or is varied without notice to the guarantor;
  - (b) indemnify the vendor against all liability arising from any default by the purchaser under this Contract; and
  - (c) acknowledge the provisions of this clause shall be deemed to constitute the giving of a Deed by virtue of their execution of this Contract.

This guarantee and indemnity is given by each guarantor as a principal and is not discharged or released by any variation of this Contract or indulgence granted to the Purchaser.

38. The purchaser warrants that the provisions of the *Foreign Takeovers Act, 1975 (Commonwealth)* as amended, do not apply to the purchaser or to this purchase. In the event of breach of this warranty, the purchaser will indemnify the vendor against any penalties, fines legal costs, claims, loss or damage suffered thereby. This condition will not merge on completion.
39. The purchaser cannot make any objection, requisition or claim or rescind or terminate if the swimming pool on the property does not comply with the requirements of the swimming Pools Act 1992.
40. Amendment to Standard Conditions- The contract is amended as follows:
- a) In Clause 2.2 delete the word "Normally";
  - b) clause 4. Insert the following additional clause ‘4.8.1 the purchaser cannot nominate an alternative transferee, assign or otherwise transfer of the benefit of this contract without the prior written consent of the vendor.
  - c) Amending clause 5.1 to read “if a form of requisitions is attached to this contract, the purchaser can only raise general questions in that form and must do so within 21 days after the contract date
  - d) Clause 7.1.1 is deleted;
  - e) In Clause 7.2.4 delete the words "and the costs of the purchaser";
  - f) In Clause 8.1.1 delete the words "on reasonable grounds";
  - g) Clause 14.4.2 is deleted.
  - h) Clause 16.8 to be deleted;
  - i) Amending clause 23.5.2 by deleting “but” and substituting “whether or not it”;
  - j) Amending clause 23.6.1 by deleting “even if it is payable by instalments” and substituting “but only in respect to instalments which fall due before the completion date”;
  - k) Clause 24.3.3 is deleted.

- l) Clause 25 is deleted.
- m) If the deposit paid is less than 10% of the price, Condition 2.9 is amended by replacing the words "parties equally" with the word "vendor".
- n) Clause 23.9 is deleted

41. Where the property sold is strata, the Vendor will not be required to obtain a certificate under section 184 of Strata Schemes Management Act 1996 (the Certificate).

The Vendor hereby authorises and directs the Purchaser to apply for the Certificate. Standard clauses 23.13; 23.14 are hereby deleted.

The Purchaser is to apply for the Certificate at the Purchaser's cost and serve a copy to the Vendor's solicitor at least seven (7) days before the completion date. If the Purchaser fails to provide the Certificate at least seven (7) days prior to completion, the Purchaser will accept the Vendor's strata adjustments as final and conclusive.

- 42.

42.1 The Vendor does not have a Building Information Certificate under Sections 6.25 – 6.26 of the Environmental and Assessment Act 1979 NSW (as amended) for the improvements on the land.

42.2 The Purchaser: -

42.2.1 Must not require the Vendor to do anything (including compliance with the requirements of the Local Council) towards obtaining a Building Certificate under Sections 149A - 149G Environmental and Assessment Act 1979 (as amended) in respect of the issue of the property.

42.2.2 Acknowledges that this Contract is not conditional on the issue Building Certificate; and

42.2.3 Cannot make a claim, requisition, rescind, terminate or delay completion in respect of anything disclosed or referred to in this clause 42.

- 43 On completion the Vendor will hand to the Purchaser a proper form of discharge of mortgage or withdrawal of caveat or cancellation of writ in registrable form in respect of any mortgage or caveat registered on the title to the property and to which the sale is not subject and will allow the Purchaser the registration fees on any discharge of mortgage or withdrawal of caveat and the Purchaser agrees that he shall not make nor be entitle to make any requisition or objection requiring the registration of any such discharge of mortgage or withdrawal of caveat prior to completion.

- 44 The Vendor discloses that the information contained in the section 10.7 Certificate attached to this Contract is up to date and satisfies the requirements as prescribed by the legislation as at the date of issue of the Certificate but may not contain all the prescribed contents as required by subsequent changes to the law.

- 45 If the vendor requires the deposit to be available on completion to discharge the vendors liabilities under any mortgage associated with the property, the purchaser agrees to authorise the deposit holder to have the deposit available at settlement.
- 46 Only if the vendor has agreed to accept a deposit-bond in accordance with Standard Condition 3 and the appropriate box in the Choices panel has been marked, the value of the deposit-bond must be equivalent to 10% of the sale price (less any deposit paid by cheque or which has been directly deposited into the depositholder's or vendor's solicitor's trust account).



FOLIO: 46/SP13644

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SEARCH DATE	TIME	EDITION NO	DATE
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10/1/2024	4:31 PM	10	8/9/2018

LAND

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LOT 46 IN STRATA PLAN 13644  
AT DARLINGHURST  
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

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KEITH RAYMOND MITCHELL (T 9779227)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP13644
- 2 AB368948 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

Pending

PRINTED ON 10/1/2024

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



FOLIO: CP/SP13644

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SEARCH DATE	TIME	EDITION NO	DATE
10/1/2024	4:31 PM	10	16/11/2023

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 13644  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DARLINGHURST  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 1 SP13644

FIRST SCHEDULE

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THE OWNERS - STRATA PLAN NO. 13644  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- PETER CLISDELL PTY LTD  
LOCKED BAG 30  
ROCKDALE DC 2216

SECOND SCHEDULE (3 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AT599029 INITIAL PERIOD EXPIRED
- 3 AT599029 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

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STRATA PLAN 13644

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	117	2	146	3	350	4	175
5	175	6	70	7	70	8	82
9	123	10	146	11	117	12	134
13	129	14	128	15	70	16	70
17	82	18	123	19	146	20	117
21	134	22	129	23	128	24	70
25	70	26	82	27	123	28	146
29	117	30	134	31	129	32	128
33	70	34	70	35	82	36	123
37	146	38	117	39	134	40	129
41	128	42	70	43	70	44	82
45	123	46	146	47	117	48	134
49	129	50	129	51	70	52	70
53	82	54	123	55	146	56	117
57	134	58	129	59	129	60	70

END OF PAGE 1 - CONTINUED OVER

Pending

PRINTED ON 10/1/2024

FOLIO: CP/SP13644

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 13644

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
61	- 70	62	- 82	63	- 123	64	- 146
65	- 117	66	- 134	67	- 129	68	- 129
69	- 70	70	- 70	71	- 82	72	- 123
73	- 164	74	- 117	75	- 134	76	- 129
77	- 129	78	- 70	79	- 70	80	- 82
81	- 123	82	- 169	83	- 117	84	- 134
85	- 129	86	- 129				

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

Pending

PRINTED ON 10/1/2024

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



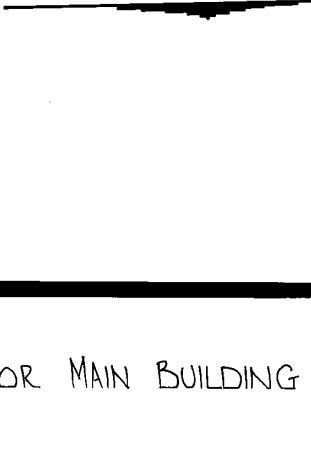
SCHEDULE OF UNIT ENTITLEMENTS

Lot	ENTITLEMENT	Lot	ENTITLEMENT	Lot	ENTITLEMENT	Lot	ENTITLEMENT
1	117	23	128	45	123	67	129
2	146	24	70	46	146	68	129
3	350	25	70	47	117	69	70
4	175	26	82	48	134	70	70
5	175	27	123	49	129	71	82
6	70	28	146	50	129	72	123
7	70	29	117	51	70	73	164
8	82	30	134	52	70	74	117
9	123	31	129	53	82	75	134
10	146	32	128	54	123	76	129
11	117	33	70	55	146	77	129
12	134	34	70	56	117	78	70
13	129	35	82	57	134	79	70
14	128	36	123	58	129	80	82
15	70	37	146	59	129	81	123
16	70	38	117	60	70	82	169
17	82	39	134	61	70	83	117
18	123	40	129	62	82	84	134
19	146	41	128	63	123	85	129
20	117	42	70	64	146	86	129
21	134	43	70	65	117	AGGREGATE	100000
22	129	44	82	66	134		

STRATA PLAN 13644

EXTERIOR CARSPACES

M/M



SOUTHERN FACE OF WALL

5.5	OF	5.5
5.5	FACE	5.5
5.5	WESTERN	5.5
5.5	FACE OF WALL	5.5

THE EXTERIOR CARSPACES ARE LIMITED TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE SLAB ON WHICH EACH CARSPACE IS LOCATED.

Reduction Ratio 1: 100

Lengths are in metres

*David Brown*  
 Registered Surveyor

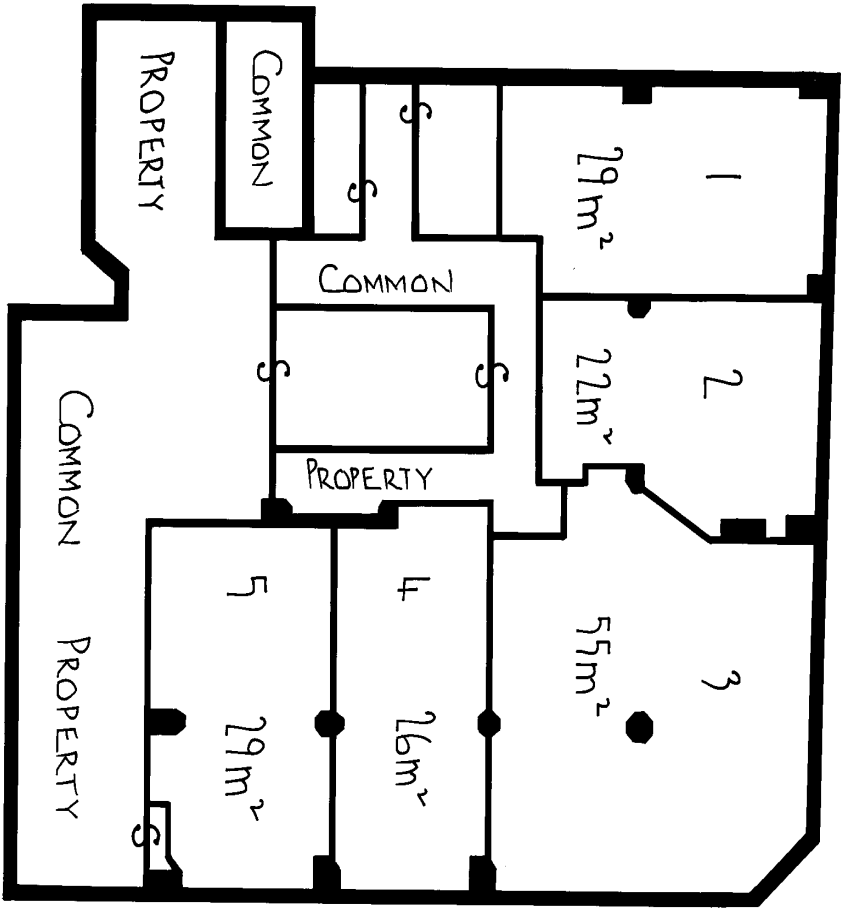
*Anthony Clark*  
 Town Clerk

SURVEYOR'S REFERENCE: FS 637



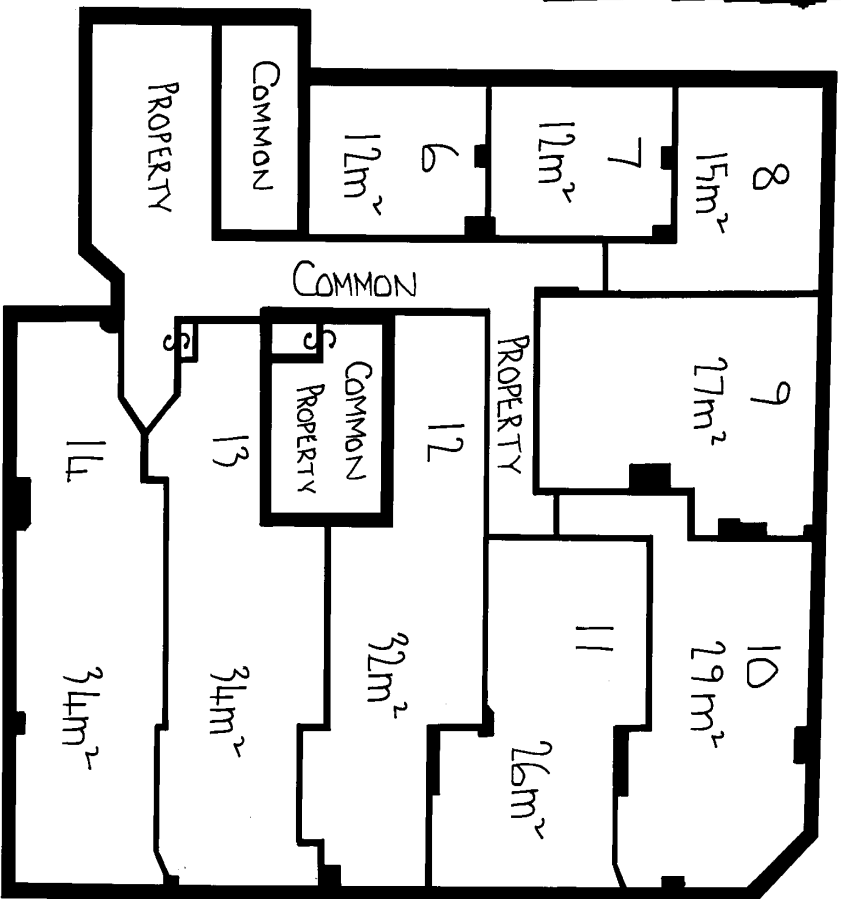


GROUND FLOOR



M/M

FIRST FLOOR



Reduction Ratio 1: 100

Lengths are in metres

*Simon Jones*  
REGISTRAR GENERAL

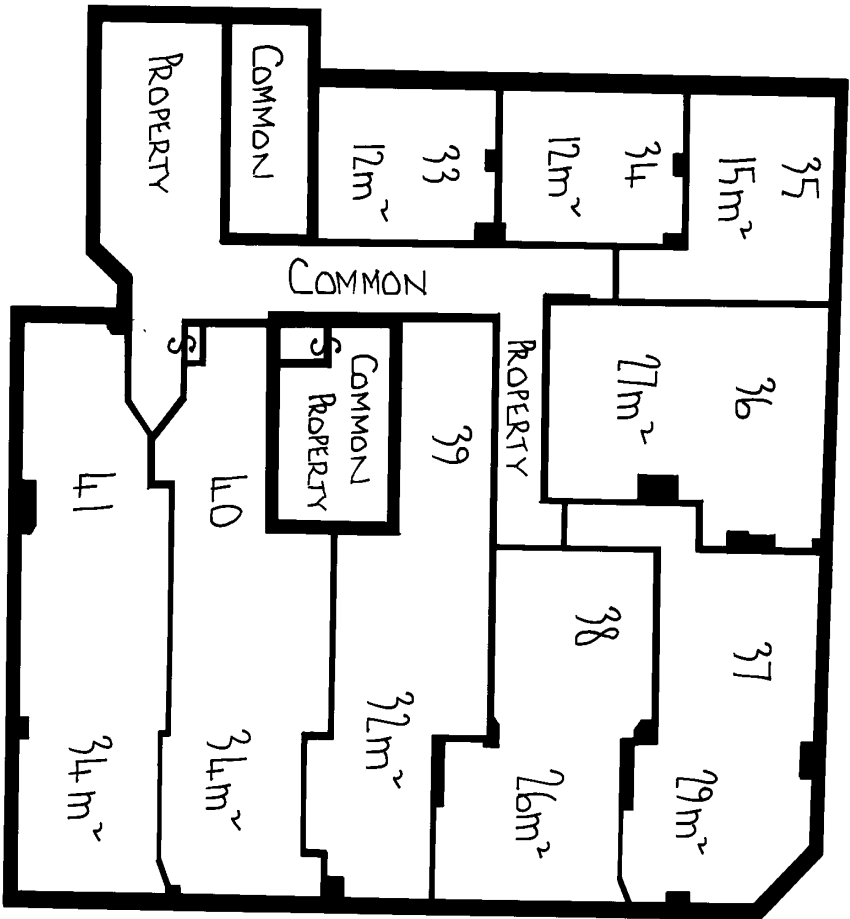
*A. Mackay*  
TOWN CLERK

SURVEYOR'S REFERENCE: F/S 637



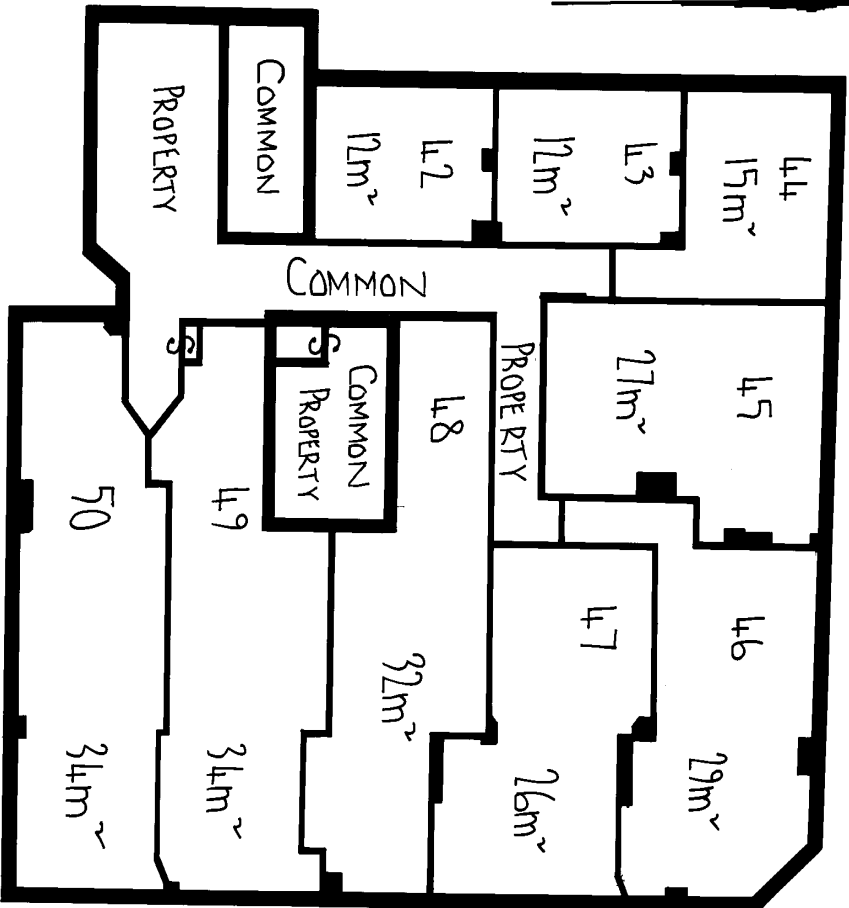


FOURTH FLOOR



M/M

FIFTH FLOOR



Reduction Ratio 1:100

Lengths are in metres

*Saunders*  
SURVEYOR'S REFERENCE: F/S 637

Town Clerk



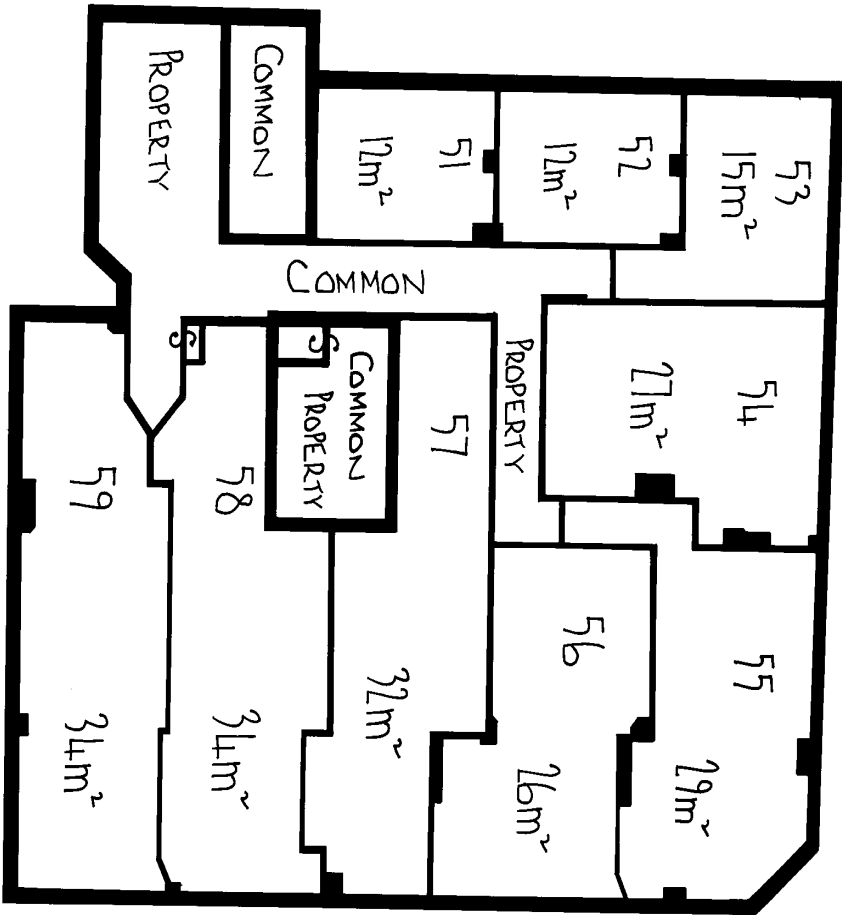
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 7 Sheets

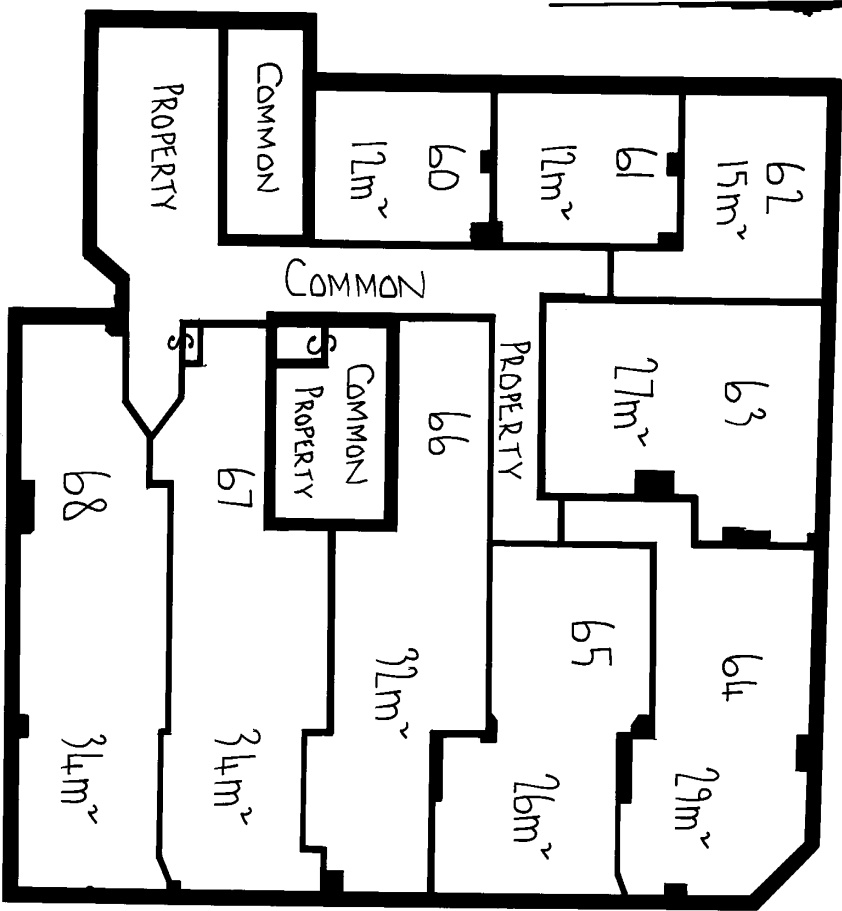
STRATA PLAN 13644

SIXTH FLOOR



M/M

SEVENTH FLOOR



Reduction Ratio 1: 100

Lengths are in metres

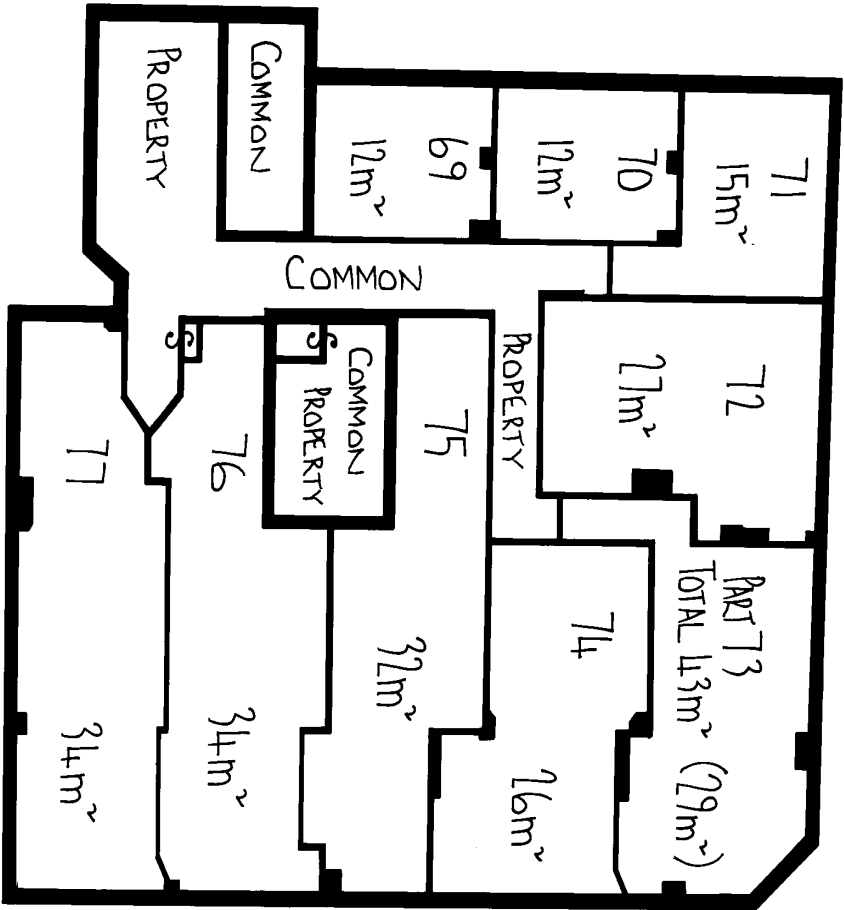
*Swire*  
 Registrar-General

*A. Mark*  
 Town Clerk

SURVEYOR'S REFERENCE: F/S 637

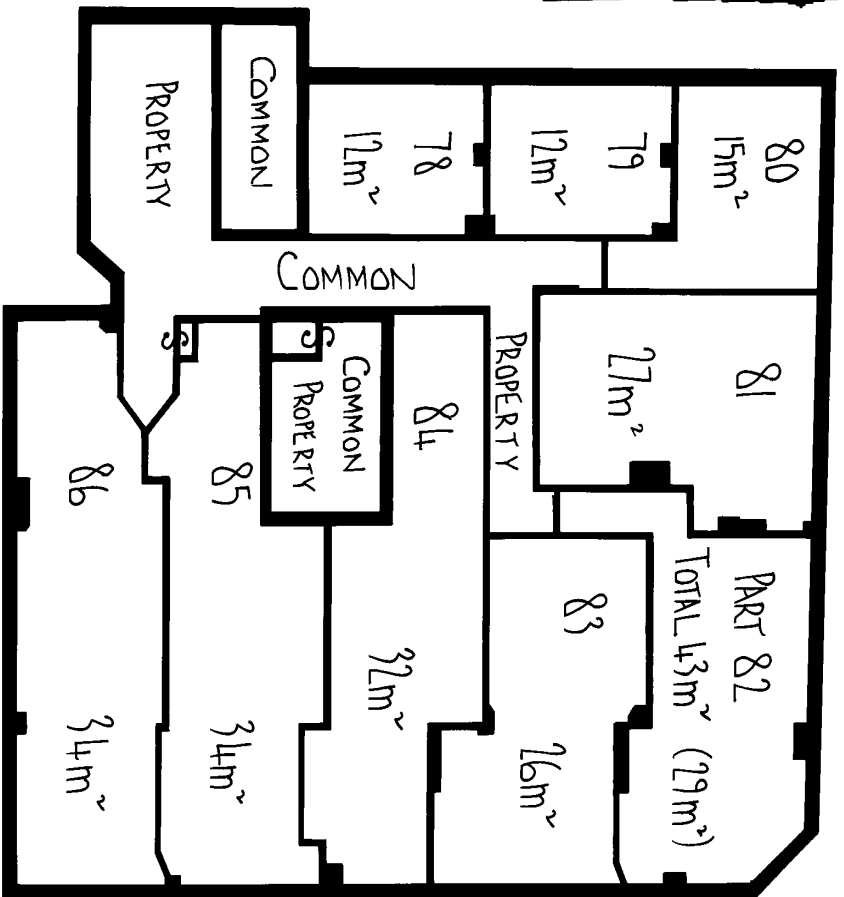


EIGHTH FLOOR



M/M

NINTH FLOOR



Reduction Ratio: 1:100

Lengths are in metres

*Swindon*  
 Registered Surveyor

*Wanki*  
 Town Clerk

SURVEYOR'S REFERENCE:

F/S 637



**Lodger Details**

Lodger Code 508215U  
Name SJM LEGAL  
Address UNIT 1, 45 PITTWATER RD  
MANLY 2095  
Lodger Box 1W  
Email SAMANTHA@SJMLEGAL.COM.AU  
Reference SP13644

Land Registry Document Identification

AT599029

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP13644	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP13644  
Other legal entity

**Meeting Date**

15/08/2023

**Repealed by-law No.**

**Details** Not applicable

**Added by-law No.**

**Details** By-law 31

**Amended by-law No.**

**Details** By-law 16

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

**Attachment**

See attached Conditions and Provisions

See attached Approved forms

**Execution**

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP13644

**Signer Name** SAMANTHA JANE MCKENZIE

**Signer Organisation** SJM LEGAL PTY LTD

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 14/11/2023

## 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 13644 was affixed on 15 August 2023 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: Simon Hage Authority: Strata Manager

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.

**ANNEXURE A**

**Residential Model By-Laws Strata Schemes Management Act 1996**

**Page 2**

- 1 Noise** An owner or occupier of a lot must not create any noise on a lot or the common property 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** An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- 3 Obstruction of common property** /Mi 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 prior 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 prior 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 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 (3) 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 or discarded item except with the prior written approval of the owners corporation.
- 10 Drying of laundry items** An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.
- 11 Cleaning windows and doors** An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and 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.
- 12 Storage of inflammable liquids and other substances and materials**
  - (1) An owner or occupier of a lot must not, except with the prior 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 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 or large objects 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 or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object 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 does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before refuse, recyclable material or waste is 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
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before refuse, recyclable material or waste is 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, occupier or garbage or recycling collector 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.

**16 Keeping of animals**

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
- (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide

evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

**17 Appearance of lot**

- (a) The owner or occupier of a lot must not, without the prior 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.
- (b) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

**18 Change in use of lot to be notified Any**

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).

**19 Provision of amenities or services**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- (a) window cleaning,
  - (b) garbage disposal and recycling services,
  - (c) electricity, water or gas supply,
  - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

**20 Common Property Locks:** The Owners Corporation pursuant to Section 62(3)(a) determine that repair of locks to unit mail boxes and unit external doors be the responsibility of the individual owner.

**21 Name of Occupier:** That pursuant to Sec 119, Owners are required to advise the Owners Corporation of the full name of occupiers of a lot immediately that they take possession of the lot.

**22 Access to lot:** Pursuant to Sec 65, an owner or occupier must allow access to a unit to investigate and/or repair common property (a) in an emergency, without notice, (b) on reasonable notice at other times.

**23 Alterations to lot:** The owner of a lot must not alter the structure of the lot without giving to the owners corporation, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration

**24 Nuisance:** Pursuant to Sec 117(1), an owner or occupier must not use that lot or permit it to be used in such a manner or for such a purpose as to cause a nuisance to the occupier of any other lot

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**"Annexure A" Residential Model By-Laws Strata Schemes Management Act 1996 Page 4**

**25 Compensation to Owners Corporation:**

Without in any way limiting the generality of his or her liability otherwise howsoever occurring,

a) each owner of a lot in the strata scheme shall:

I. be responsible for,

II. bear the cost of, and

III. pay upon demand to the Owners Corporation, the reasonable and proper cost of the Owners Corporation repairing, replacing or renewing all disrepair of, or damage to the common property caused by:

A) His or her wilful act or carelessness; or

B) The wilful act or carelessness of any of his or her lessees, licensees, invitees or contractors, (in the event of such last mentioned person or persons not paying such cost within 14 days of written demand; or

C) the wilful act or carelessness of any guest or invitee whether the details of whom are known or unknown) of his or her lessees or licensees (in the event of such guest or invitee [whether known or unknown] not paying such cost within 14 days of written demand);

b) For the purpose of paragraph (a) above, the Owners Corporation may recover the cost of such disrepair or damage from the owner as liquidated damages in a court of competent jurisdiction without first being required to take any court proceedings or steps (other than the letter referred to in paragraph (a) above) to receive such moneys from the said lessee, licensee, guest invitee or contractor.

person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel: or

(III) Restrict by means of Security Key the access of owners and occupier of lots on one level of the building to any other level of the building

(iv) If the owners corporation restricts the access of owners and occupiers of lots under this by law, the owners corporation may make available to owners of lots the number of Security Devices the owners corporation considers necessary and the owners corporation may charge the owners a refundable fee or bond for any Security Device (as determined from time to time by the executive committee).

(v) An owner or occupier of a lost most promptly notify the owners corporation if a Security Device is lost or destroyed.

**26 Real Estate Signs:-**

"Auction", "For Sale" and "For Lease" signs and the like are not permitted on the Common Property.

**27. Security in the Strata Scheme**

a) An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the building and, without limitation, an owner or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

b) The owners corporation may take all reasonable steps to:

(i) To ensure the security of the parcel from intruders,

(ii) To preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards: and

(iii) For the proper control and administration of those areas

c) And if it considers it necessary or desirable may, without limitation:

(I) Close off or restrict by means of Security Devices access (on either a temporary or a permanent basis) to any part of the common property not required for access to a lot: or

(II) Permit, to the exclusion of owners and occupiers of lots, any designated part of the common property to be used by any security

**28. Shops**

- a) That the owner of shops 1, 2, 3, 4 & 5 be granted Exclusive Use of the passageway area behind the shops for such time as Lots 1, 2, 3, 4, & 5 remain in common ownership at a cost to be determined by a registered valuer selected by the Owners Corporation. Further, should lots 1, 2, 3, 4, & 5 become separate ownership in future, that access be required to be restored at the cost of Lots 1—5 severally and at NO cost to the Owners Corporation.
- b) That the Owner of shops 1, 2, 3, 4 and 5 shall be responsible for the proper maintenance and keeping in a state of good serviceable repair, the passage way behind the shops, up to the iron gate, including the toilet area.

**29. Not used**

- 30.** Any alteration made to common property or any fixture or fitting attached to common property by any proprietor or occupier of a lot, whether made or attached with or without the approval of the Body Corporate, shall, unless otherwise provided by resolution of a General Meeting or of a Meeting or of a Meeting of the Council, be repaired and maintained by the proprietor for the time being of the lot of which the aforesaid proprietor or occupier was such proprietor or occupier PROVIDED that nothing in this By-Law shall be construed so as to relieve any proprietor or occupier from any obligation to obtain the approval of the Body Corporate to any such alteration or attachment and where such approval has not been obtained then the rights of the Body Corporate to seek rectification of the alteration or removal of the attachment shall not be affected.

**31. SMOKE PENETRATION**

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

**Special By-Law 1**

- (a) Without in any way limiting the generality of his or her liability otherwise however caused, each proprietor shall be responsible for, and bear and pay upon demand to the Body Corporate, the reasonable and proper cost of the Body corporate making good all disrepair of or damage to the common property or personal property vested in the Body corporate caused by:
- a. That registered proprietor; or
  - b. Any of the proprietor's lessees, licensees, invitees or contractors; or
  - c. Any invitee or guest of a lessee or licensee.

**Special By-Law 2** - Not used

**Special By-Law 3**

Subject to Sec. 58(12), a proprietor or occupier of a lot shall not keep a dog or cat upon their lot or the common property or permit a cat or dog upon Common Property.

**Special By-Law 4 – No Washing Machine and Dishwasher in the Lots**

1. An owner or occupier of a lot must not use washing machine or dishwasher in the lot.
2. If the owner or occupier is in breach of this by-law and fails to rectify that breach immediately then the owners corporation may:
  - a. Enter the lot, upon giving the occupier 24 hours prior notice; and
  - b. Rectify the breach of the by-law by any lawful means including removing the washing machine and/or dishwasher, and
  - c. Recover as a debt from the owner or occupier the costs of the owners corporation incurred rectifying any breach of this by-law together with the expenses incurred by the owners corporation in recovering those costs.

**Special By-Law 5 – No Ceiling Renovations**

1. An owner or occupier of a lot must not undertake any ceiling renovation.

**Special By-Law No. 6 - Changes to Floor Coverings and Surfaces**

**1.1 Changes to Floor Coverings Require Approval**

An owner or occupier of a lot must not change any of the floor coverings or surfaces of the lot without the prior written approval of the owners corporation.

**1.2 How Does an Owner or Occupier Obtain Approval?**

An owner or occupier of a lot who wishes to change any of the floor coverings or surfaces of

the lot must make a written application to the owners corporation for approval. The application must contain information about the proposed floor coverings or surfaces including their type (e.g. woollen carpet, ceramic tiles, etc), brand and acoustic properties and any other information the owners corporation may reasonably require.

### **1.3 Owners Corporation May Give or Withhold Approval**

1.3.1 The owners corporation may:

- (i) grant its approval with or without conditions, or
- (ii) withhold its approval but it must not act unreasonably when doing so.

1.3.2 Where the owners corporation has appointed a managing agent pursuant to section 28 of the *Strata Schemes Management Act 1996* that strata agent may give or withhold approval on behalf of the owners corporation pursuant to this by-law.

### **1.4 When Can the Owners Corporation Withhold Approval?**

Without limiting the circumstances in which the owners corporation may withhold its approval, it will be reasonable for the owners corporation to withhold its approval if any of the conditions regarding acoustic standards will not be met by the proposed floor coverings or surfaces.

### **1.5 Conditions To Be Met When Laying or Changing Floor Coverings**

- (a) The owners or occupier must comply with any conditions of approval given by the owners corporation together with any conditions set out in this by-law.
- (b) The proposed floor coverings or surfaces:
  - (i) must not interfere with the malthoid sound and fire proofing membrane fixed to the concrete floor,
  - (ii) must be laid in a proper and workmanlike manner causing minimal disturbance to other occupiers,
  - (iii) must be laid within a reasonable period from the date of commencement, and
  - (iv) must have an IIC rating\*\* of 65 or more or an L<sup>1</sup><sub>NTW</sub> rating\*\* of 62 or less or meet any other acoustic standard that the owners corporation sets from time to time ("*acoustic standards*").
- (c)
  - (i) The owners corporation may request the owner or occupier to provide evidence that the new floor coverings or surfaces meet the *acoustic standards*.
  - (ii) The owners corporation may request whatever evidence it reasonably requires

including evidence in the form of the product brochure from the manufacturer of the new floor coverings or surfaces (if this exists), a written report from the tradesperson responsible for the installation of the new floor coverings or surfaces addressed to the owners corporation certifying that the coverings or surfaces specified in the brochure were used or a report from a qualified acoustic engineer addressed to the owners corporation certifying that the new floor coverings or surfaces meet the *acoustic standards*.

- (iii) The owner or occupier must give the owners corporation the evidence requested by it within 28 days of the request being made.

#### **1.6 Breach of this By-Law**

If the owner or occupier is in breach of any condition of this by-law and fails to rectify that breach within 28 days of service of a notice from the owners corporation requiring rectification of the breach, the owners corporation may:

- (i) enter the lot, upon giving the occupier 24 hours prior notice, and
- (ii) rectify the breach of the by-law by any lawful means including removing the new floor coverings or surfaces and, if appropriate, reinstating the previous floor coverings or surfaces, and
- (iii) recover as a debt from the owner or occupier the costs of the owners corporation incurred rectifying any breach of this by-law together with the expenses incurred by the owners corporation in recovering those costs.

Explanatory Note:

**\*\* IIC- onsite 'Impact Insulation Class' measurement- the higher the number the better the rating. The current Building Code Australia recommends the rating be more than 65.**

**$L'_{nT_w}$  - the lower the number the better the acoustic rating. The new Building Code of Australia recommends the rating be no more than 62.**

#### **Special By-law No. 7 - Bathroom and Kitchen Renovations**

##### **1.1 Bathroom and Kitchen Renovations Require Approval**

An owner or occupier of a lot must not renovate the bathroom or kitchen without prior written approval of the owners corporation.

## **1.2 How Does an Owner or Occupier Obtain Approval?**

- (a) An owner or occupier of a lot who wishes to renovate the bathroom or kitchen must make written application stating the scope of the renovation to the owners corporation for approval.
- (b) If the renovation requires installation of new electrical appliances, the application must state the type, brand and electricity consumption and any other information the owners corporation may reasonably require.
- (c) If the renovation requires laying or replacement of tiles, the application must be accompanied by a product brochure or a statement from the licensed tradesperson, responsible for the laying of the tiles, certifying that the proposed installation will be waterproof in accordance with the relevant Australian Standards.

## **1.3 Owners Corporation May Give or Withhold Approval**

1.3.1 The owners corporation may:

- (i) grant its approval with or without conditions, or
- (ii) withhold its approval but it must not act unreasonably when doing so.

1.3.2 Where the owners corporation has appointed a managing agent pursuant to section 28 of the Strata Schemes Management Act 1996 that strata agent may give or withhold approval on behalf of the owners corporation pursuant to this by-law.

## **1.4 When Can the Owners Corporation Withhold Approval?**

Without limiting the circumstances in which the owners corporation may withhold its approval, it will be reasonable for the owners corporation to withhold its approval if any of the conditions set out below is not met.

## **1.5 Conditions To be Met**

- (a) The renovations must be done in a proper and workmanlike manner causing minimal disturbance to other occupiers utilising only first quality materials which are good and suitable for the purpose for which they are used.
- (b) If the renovation involves replacing or laying tiles, the licensed tradesperson, responsible for the laying of the tiles, must certify that the installation is waterproof in accordance with the relevant Australian Standards.

Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales

Leave this space clear. Affix additional pages to the top left-hand corner.

**Strata Schemes Management Act 2015  
Real Property Act 1900**

**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/SP13644
---------------------------------------

(B) **LODGED BY**

Document Collection Box	Name	SAMANTHA MCKENZIE - SJM LEGAL	CODE  <b>CH</b>
	Company	(IF APPLICABLE)	
	Address	45 PITTWATER ROAD MANLY NSW 2095	
	E-mail	samantha@sjmlegal.com.au Contact Number 0406271188	
	Customer Account Number	(IF APPLICABLE) Reference SJM:23265	

(C) The Owner-Strata Plan No. 13644 certify that a special resolution was passed on 30/3/2023

(D)

(E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. 31  
 Amended by-law No. 16  
 as fully set out below ;  
 REFER TO ANNEXURE A



(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

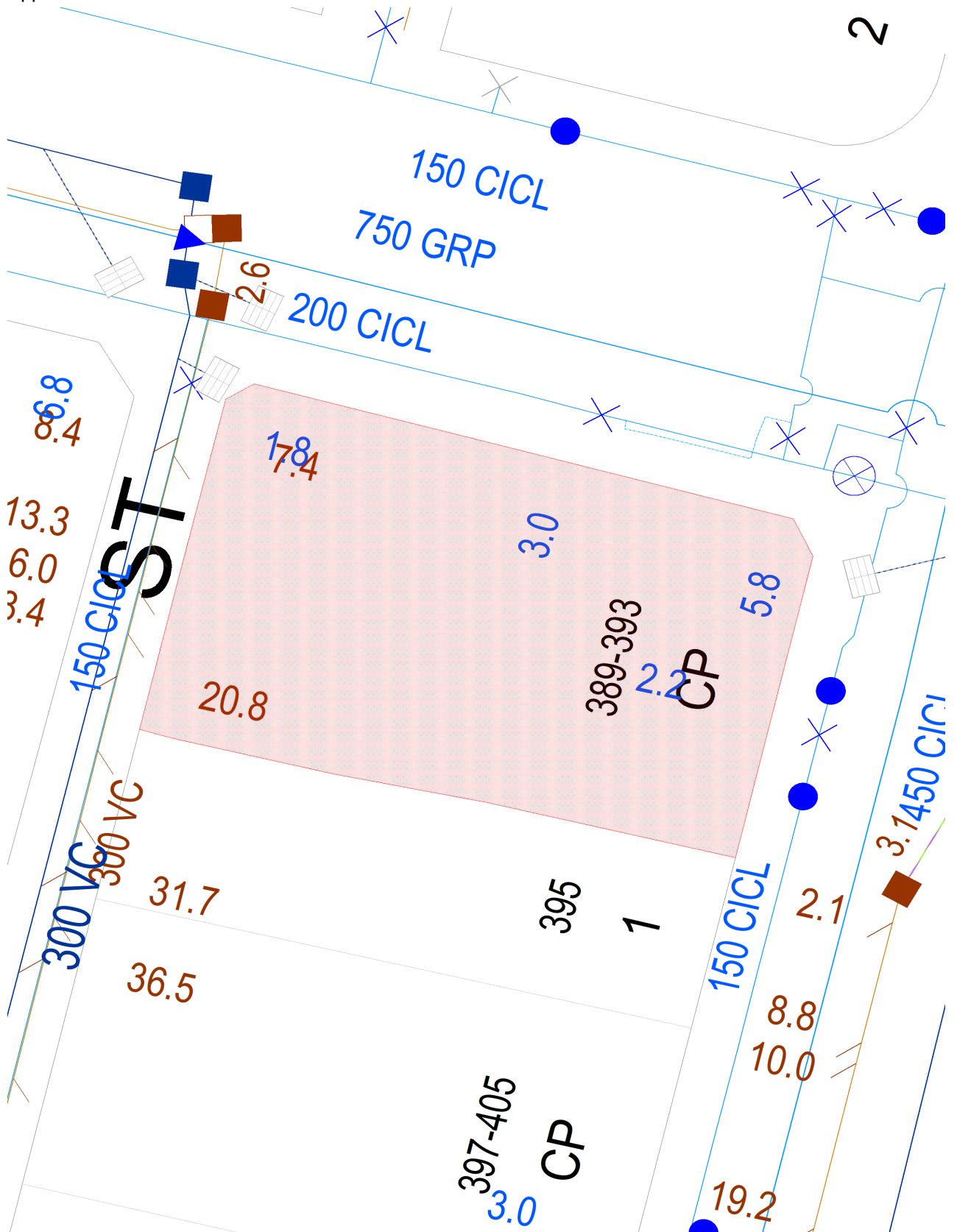
(G) The seal of The Owners-Strata Plan No. 13644 was affixed on 15 Aug 23 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : [Handwritten Signature]  
 Name : SIMON HOGE  
 Authority : STRATA MANAGER

Signature : \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Authority : \_\_\_\_\_



Service Location Print  
Application Number: 8003063425



Document generated at 10-01-2024 04:50:44 PM

**Disclaimer**

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Asset Information

## Legend

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

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## Pipe Types

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

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Sewer Service Diagram

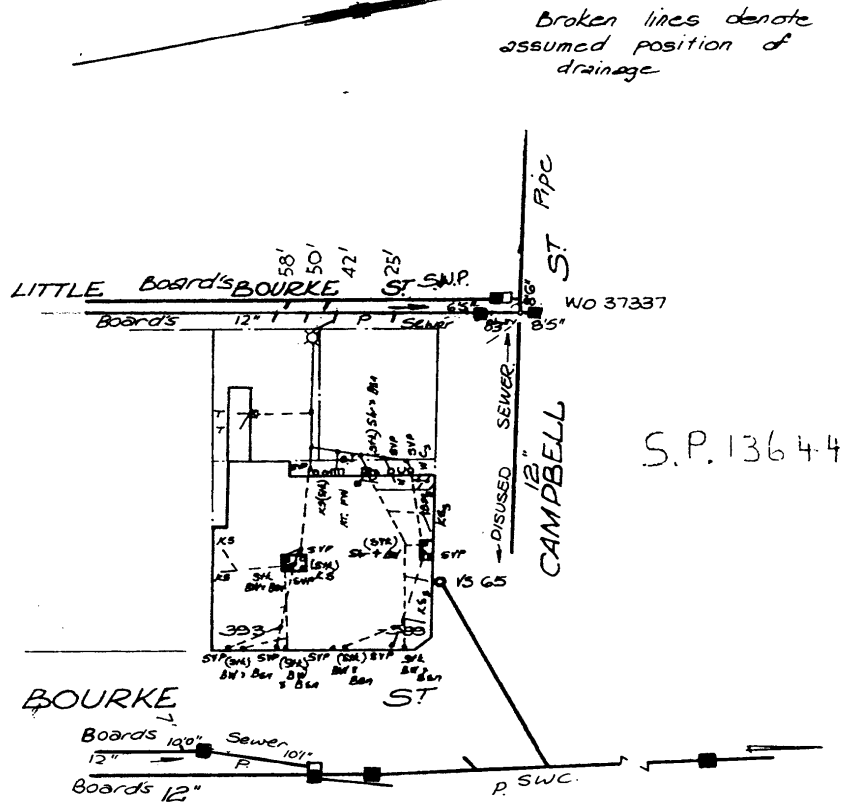
Application Number: 8003063408

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD  
**DIAGRAM OF SANITARY DRAINAGE**  
 City of Sydney. SEWER AVAILABLE Diagram No. 253418.

- SYMBOLS AND ABBREVIATIONS**
- |                        |                          |                   |                          |
|------------------------|--------------------------|-------------------|--------------------------|
| □ Boundary Trap        | ■ RV. Reflux Valve       | I.P. Induct Pipe  | Bsn. Basin               |
| ■ Pit                  | ○ VERT. Vertical Pipe    | M.F. Mica Flap    | Shr. Shower              |
| EGI Grease Interceptor | ○ V.P. Vent. Pipe        | T. Tub            | W.I.P. Wrought Iron Pipe |
| GS Gully               | ○ S.V.P. Soil Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe    |
| PT. P. Trap            | D.C.C. Down Cast Cowl    | W.C. Water Closet | F.W. Floor Waste         |
| RS Reflux Sink         |                          | B.W. Bath Waste   | W.M. Washing Machine     |

Existing drainage shown by black lines Scale: 40 Feet to an inch Proposed new drainage shown by full blue lines.

*This diagram is the property of the Owner and is to be returned to him on completion of the work.*  
 Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.  
 The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer when the sewer becomes available it will be necessary to apply for a revised diagram.  
 This work must be carried out in accordance with the Board's By-laws.



\* W.O. 37337 GAZ. 24.4.86 - B.T.N.R

SHEET No. 382A.

19  
FOR ENGINEER-IN-CHIEF

OFFICE USE ONLY			
W.C	Designed by	DATE	Inspector
.....Bth	Inspector	/ /	FIRST VISIT SUPERV'N PASSED DATE
.....Shr		.....	/ /
.....Bsn	Examined by	/ /	Inspector
.....K.S		.....	Checked
.....T	Chief Inspector	/ /	.....
.....Plg		.....	.....
Dge.Int.	DESIGN		.....
Dge.Ext			.....

29-9-39

**Disclaimer**

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

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
  - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

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

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- when did construction of the swimming pool commence?
  - is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

19. In respect of the property and the common property:
- Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - Is the vendor aware of:
    - any road, drain, sewer or storm water channel which intersects or runs through them?
    - any dedication to or use by the public of any right of way or other easement over any part of them?
    - any latent defects in them?
  - Has the vendor any notice or knowledge of them being affected by the following:
    - any resumption or acquisition or proposed resumption or acquisition?
    - any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - any realignment or proposed realignment of any road adjoining them?
    - any contamination of them?

**Owners corporation management**

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

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

**Requisitions and transfer**

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

TAITZ LAW & ASSOCIATES  
16/6-8 Ocean St

BONDI NSW 2026

## **PLANNING CERTIFICATE**

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

---

**Applicant:** TAITZ LAW & ASSOCIATES

**Your reference:**

**Address of property:** 389-393 Bourke Street , SURRY HILLS NSW 2010

**Owner:** THE OWNERS - STRATA PLAN NO 13644

**Description of land:** Lot 1 DP 66117, Lot 1 DP 65992, Lot 1 DP 78138, Lots 1-86 SP 13644

**Certificate No.:** 202339530

**Certificate Date:** 15/12/23

**Receipt No:**

**Fee:** \$62.00

**Paid:** 18/12/23

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



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

+61 2 9265 9333  
[council@cityofsydney.nsw.gov.au](mailto:council@cityofsydney.nsw.gov.au)  
GPO Box 1591 Sydney NSW 2001  
[cityofsydney.nsw.gov.au](http://cityofsydney.nsw.gov.au)



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

---

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, 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 MU1 Mixed Use (Sydney Local Environmental Plan 2012)**

**1 Objectives of zone**

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure land uses support the viability of nearby centres.
- To integrate suitable business, office, residential, retail and other land uses in accessible locations that maximise public transport patronage and encourage walking and cycling.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

**4 Prohibited**

Extractive industries; Heavy industrial storage establishments; Heavy industries; Pond-based aquaculture

**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)**

## HERITAGE

### **Conservation Area**

*(Sydney Local Environmental Plan 2012)*

This property has been identified as land within a Heritage Conservation Area.

### **Item of Environmental Heritage**

*(Sydney Local Environmental Plan 2012)*

This property has been listed as an Item of Environmental 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](http://www.heritage.nsw.gov.au)

## STATE PLANNING INSTRUMENTS

*Full copies of State Environmental Planning Policies are available online at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).*

### **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. 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 (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 (Housing) 2021**

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,

- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

### **State Environmental Planning Policy (Planning Systems) 2021**

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

### **State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

### **State Environmental Planning Policy (Resilience and Hazards) 2021**

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

### **State Environmental Planning Policy (Transport and Infrastructure) 2021**

This SEPP contains planning provisions:

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

### **State Environmental Planning Policy (Industry and Employment) 2021**

This SEPP contains planning provisions:

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

### **State Environmental Planning Policy (Resources and Energy) 2021**

This SEPP contains planning provisions:

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

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

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning vision of the ‘three cities’ regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

### **State Environmental Planning Policy (Sustainable Buildings) 2022**

Encourages the design and delivery of more sustainable buildings across NSW. It sets sustainability standards for residential and non-residential development and starts the process of measuring and reporting on the embodied emissions of construction materials.

The standards for energy use that apply to large commercial development contained in the SEPP do not apply to land in the City of Sydney LGA except to the extent the development relates to prescribed serviced apartments.

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**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -  
E. P. & A. REGULATION, 2021. SECTIONS (3) - (22)**

**(3) Contribution plans**

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

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

**Notes:**

- 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 1<sup>st</sup> July 2021.
- The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. Housing and Productivity Contributions may be payable to the NSW Government for certain new development. Details of these contributions are available here: <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system#housing-and-productivity-contribution>. Inquiries can be directed to the NSW Government through this email address: [hpc.enquiry@planning.nsw.gov.au](mailto:hpc.enquiry@planning.nsw.gov.au)

**(4) Complying Development**

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, 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.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**

Clause 1.12 does not apply to the land in the City of Sydney LGA

**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**.

<ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ 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>.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(d) &amp; 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.</li> </ul>	<b>YES</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(e) &amp; 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</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	<b>YES</b>

<ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ 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 &amp; Low Rise Housing Diversity Code)</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	<b>NO</b>

### **Housing Internal Alterations Code**

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

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

### **Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code **may not** be carried out on the land.



Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

### **Subdivisions Code**

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

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

### **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 not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

## Demolition Code

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

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

### (5) Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on that land because of 1 of those clauses, 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 exempt 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.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.**

Clause 1.12 does not apply to the land in the City of Sydney LGA

## All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.

### (6) Affected building notices and building product rectification orders

(1)

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

(2) In this section:

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](#).

### (7) 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.

### (8) 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.

### (8) 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.

### (9) 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	<b>NO</b>
Property is outside the flood planning area	<b>NO</b>
Property is within a buffer zone	<b>UNKNOWN</b>

- (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.	<b>YES</b>
Property is outside the flood planning area and probable maximum flood	<b>NO</b>
Property is within a buffer zone	<b>NO</b>

- (3) In this section

**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.

(10) 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.

(11) Bush fire prone land

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

(12) Loose-fill asbestos insulation

Not Applicable.

(13) 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, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(18) 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.

(19) 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 1 January 2011.

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

[State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 does *not* apply to the land to which the certificate relates.

(22) Site compatibility certificates and development consent conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.
- (2) [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).

- (4) In this section:

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

**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.

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PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

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

***For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act. Planning certificate section 10.7 (2), local planning controls are available are available online at [www.cityofsydney.nsw.gov.au](http://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](http://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*

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