

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	My Property Epping 111G Midson Road, Epping NSW 2121	
co-agent		
vendor	Timothy David Smellie	
vendor's solicitor	Law Corporation Pty Ltd t/as Kaz Conveyancing Kaz Tower, Level 3, 273 - 279 Sussex Street, Sydney NSW 2000	Phone: +61 2 8999 0599 Email: info@kazconveyancing.com.au Fax: Ref: RA:102522
date for completion land (address, plan details and title reference)	42nd day after the contract date 3/34-36 Auburn Street, Sutherland NSW 2232 Registered Plan: Lot 3 in Strata Plan 57680 Folio Identifier 3/SP57680	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" 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 checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Clothes Dryer, Built in study desk
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>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by 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>Signed by 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 Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30)

NO yes

(if yes, vendor must provide further details, including any applicable exemption, 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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" 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 that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" 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 checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <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	

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

Noble Strata
 Suite 7/17 Cemetery Road, Helensburgh
 02 4294 9131

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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"> ● the issuer; ● the expiry date (if any); and ● the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.

UNIT 3, 34-36 AUBURN ST SUTHERLAND NSW 2132

CERTIFICATE

Pursuant to Section 66W of the Conveyancing Act 1919

PROPERTY: 3/34-36 Auburn Street, Sutherland
VENDOR: Timothy David Smellie
PURCHASER:

I _____
of _____

certify as follows:

1. I am a solicitor/conveyancer currently admitted to practice in New South Wales.
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of the property from the vendor to the purchaser in order that there is no cooling off period in relation to that contract.
3. I do not act for the vendor and I am not employed in the legal practice of a solicitor acting for the vendor, nor am I a member or an employee of a firm of which a solicitor acting for the vendor is a member or employee.
4. I have explained to the purchaser, or, if the purchaser is a corporation, to an officer of the purchaser or to a person involved in the management of the purchaser's affairs: -
 - (a) the effect of the contract for the purchase of the property;
 - (b) the nature of this Certificate; and
 - (c) the effect of giving this Certificate to the vendor in that there is no cooling off period.

Dated:.....24

.....
Purchaser's Solicitor/Conveyancer

ADDITIONAL CONDITIONS TO THE CONTRACT FOR SALE OF LAND – 2022 EDITION

32. Additional Miscellaneous

32.1 Definitions

Unless the contrary intention appears, these meanings apply:

Authority includes:

- (a) any government in any jurisdiction, whether federal, state, territorial or local;
- (b) any provider of public utility services, whether statutory or not; and
- (c) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Property or any part of it.

Claim includes any claim demand, remedy, suit, injury, damage, loss, cost, expense, charge, fee, liability, action, proceeding, right of action and claim for compensation including any notice issued by any Authority.

Completion means the completion of the sale and purchase of the Property under this Contract.

Completion Date means the date the Contract is actually completed.

Date for completion has the same meaning ascribed to it on the front page of the contract.

Disclosure Material means the documents and materials relating to the Property:

- (a) made available to the Purchaser by the Vendor;
- (b) made available to the Purchaser in the office of the Vendor's solicitors; or
- (c) given to the Purchaser or its representatives before Completion.

Property means the Land, improvements, all fixtures and the inclusions, but not the exclusions described on the front page of the standard terms which form part of this Contract.

Standard Terms means the standard clauses of the Law Society of New South Wales and the Real Estate Institute of New South Wales Contract for the sale and purchase of land 2022 edition forming part of this Contract.

32.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) The **singular** includes the plural and conversely.

- (b) A **gender** includes all genders.
- (c) Where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning.
- (d) **Clause, paragraph** or **sub-clause** means a clause, paragraph or sub-clause, respectively, of this Contract.
- (e) Unless stated otherwise, one provision does not limit the effect of another.
- (f) A reference to this **Contract** includes any amendment, novation, supplement, variation or replacement to it from time to time, except to the extent prohibited by this Contract.
- (g) Mentioning anything after **include, includes** or **including** does not limit what else may be included.
- (h) A reference to any **legislation** or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.

32.3 **Service on non-business day**

Where a document is served on a day which is not a business day, it will be taken to have been served on the commencement of the next business day.

32.4 **Service by facsimile or email (Replaces clause 20.6.5)**

Despite anything in clause 20.6, a document is served by

- (a) facsimile by or on a party:
 - (i) when recorded on the sender's transmission result report unless:
 1. within 24 hours of that time the recipient informs the sender that the transmission was received in an incomplete or illegible form; or
 2. the transmission result report indicates a faulty or incomplete transmission;
 - (ii) if sent using the solicitor's fax number stated in this Contract or any other fax number which that solicitor may have notified to the sender;
 - (iii) where there is no solicitor named in this Contract in respect of a party, if sent using the fax number stated in the Contract (if any) in respect of that party or any other fax number which that party may have notified to the sender; and
 - (iv) on the business day on which it is received unless it is received after 5pm in which case it will be taken to have been served on the commencement of the next business day.
- (b) email by or on a party:
 - (i) unless the sender receives an electronic failed mail delivery notification;
 - (ii) if sent using the solicitor's email address stated in this Contract or any other email address which that solicitor may have notified to the sender;

- (iii) where there is no solicitor named in this Contract in respect of a party, if sent using the email address stated in the Contract (if any) in respect of that party or any other email address which that party may have notified to the sender; and
- (iv) on the business day on which it is received unless it is received after 5pm in which case it will be taken to have been served on the commencement of the next business day.

32.5 Documents attached to Contract

- (c) For the purposes of clause 10.1.9 (as amended by clause 33.1(i)), the existence of all material contained in any document (or copy of any document) attached to this Contract is disclosed in this Contract whether or not the document is included in the list of documents on page 2.
- (d) If before this Contract is signed by or on behalf of the Purchaser a document or copy of a document, at the request of the Vendor or the Vendor's solicitor, was attached to this Contract by or on behalf of the Purchaser or the Purchaser's solicitor, the person attaching that document or copy did so as the agent of the Vendor.

32.6 Severance

Any provision of this Contract which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions of this Contract are not affected.

32.7 Inconsistency between additional conditions and the Standard Conditions

These additional conditions prevail to the extent of any inconsistency between these additional conditions and the Standard Terms of this Contract.

32.8 Italicised words

Words used in this Contract which are defined in clause 1 have the meaning given to them in that clause even if those words are not italicised.

33. Amendments to Printed Conditions

33.1 The Standard Terms (clauses 1 to 32 inclusive) of this Contract are amended as follows:

- (a) clause 2.9 is deleted and replaced by the following:

2.9 If this Contract says that the deposit is to be invested, the depositor is to:

2.9.1 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

2.9.2 pay the net interest, after deduction of all proper bank, building society or government charges, fees or taxes, to the parties equally if this Contract is completed, and otherwise to the party entitled to the deposit.

- (b) in clause 3, a new clause 3.12 is added as follows:

3.12 If the Vendor accepts a bond or guarantee for the deposit or part of it:

3.12.1 and the deposit bond or guarantee is not valid, the Vendor can terminate this Contract but only before the deposit is validly paid in full;

3.12.2 and the deposit bond or guarantee is due to expire before Completion of this Contract is due, the Purchaser must, not less than 1 month before the deposit bond or guarantee is due to expire, submit to the Vendor a replacement deposit bond or guarantee to the same value and on the same terms as that one which is due to expire before Completion of this Contract is due and in this regard time is essential and clause 21.6 does not apply;

3.12.3 on or before Completion, the Purchaser shall pay to the Vendor, in addition to all other money payable under this Contract, the amount stipulated in the deposit bond or guarantee, either by way of cash or unendorsed bank cheque; and

3.12.4 if the Vendor serves on the Purchaser a notice under clause 9, then to the extent that the amount has not already been paid to the Vendor by the issuer of the deposit bond or guarantee, the Purchaser shall immediately pay the amount stipulated in the deposit bond or guarantee to the deposit holder.

- (c) Clause 5.1 deleted;
- (d) A new clause 5.3 is to be added to clause 5 as follows: *For the purposes of clause 5.2.1, the Purchaser is only entitled to serve requisitions in the form annexed to this Contract;*
- (e) clause 6 is deleted;
- (f) clause 7 is deleted;
- (g) clause 8.2.2 is deleted;
- (h) clause 9.2 is deleted;
- (i) in clause 10.1, the word *substance* where appearing in clause 10.1.8 and clause 10.1.9 is deleted and replaced with the word *existence*;
- (j) in clause 10.2, the words *make a claim or requisition* are added after the word *rescind*;
- (k) clause 11 is deleted;
- (l) not used;
- (m) In clause 14.2.2, the words "1 *business day* before the date for completion" are deleted and replaced with "2 hours before the *completion time*"; and
- (n) clause 14.4.2 is amended to read, "by adjusting the amount of land tax actually paid or payable by the vendor for the property for the calendar year the Date for Completion falls in."
- (o) clause 14.8 is deleted;
- (p) clause 17.3 is deleted;

(q) Clause 18 is amended by adding a new sub-clause 18.8:

18.8 The purchaser cannot make a requisition or claim after entering into possession

(r) clause 20.6.5 is deleted;

(s) in clause 23.5.2, the words “*but is disclosed in this contract*” is deleted.

(t) in clause 23.6.1, the word “*vendor*” is replaced with “*purchaser*”.

(u) clause 23.7 is deleted;

(v) clause 23.9 is deleted;

(w) clauses 23.13 and 23.14 are deleted;

(x) clause 23.17.2 is deleted;

(y) clauses 25, 26, 27, 28 and 29 are deleted;

(z) clause 30.7, the words “*but the Vendor must.....any agency or mortgagee fees*” are deleted;

(aa) in clause 30.9, the words “*cash (up to \$2,000) or*” are deleted; and

(bb) clause 32 is deleted.

34. Guarantee and Indemnity

34.1 Corporate Purchaser – Directors’ Guarantee

(a) This clause 34 applies where the Purchaser is a corporate Purchaser.

(b) In consideration of the execution of this contract by the Vendor the persons named as follows:-

[insert]

(hereinafter collectively referred to as “the Guarantors”) hereby jointly and severally guarantee the due performance and observance by the Purchaser of all the obligations contained in or arising out of this contract. This Guarantee shall be a principal obligation as between the Guarantors and the Vendor and shall not be affected by any claim which the Purchaser may have or claim to have against the Vendor on any account whatsoever. The liability of the Guarantors hereunder shall not be impaired by:

- (i) the Vendor granting time or indulgence to the Purchaser; or
- (ii) the Purchaser being wound up or passing a resolution for its liquidation or by the appointment of a receiver thereof; or
- (iii) by the Vendor waiving any breach or default by the Purchaser or the Guarantors; or
- (iv) by the Purchaser or any Guarantor being a natural person becoming bankrupt or entering into any composition or arrangement with his creditors or assigning his

estate or any part thereof for the benefit of creditors or becoming of unsound mind or dying.

- (c) Nothing in this agreement shall be construed as a requirement that the Guarantors consent to or be made aware of any transaction between the Vendor and the Purchaser including any variation release or compromise of the obligations of the Purchaser.
- (d) No payment shall operate to discharge or reduce the Guarantors' liability if such payment is voidable as a preference under any law relating to bankruptcy or the winding up of the company and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantors hereunder.
- (e) The Guarantors' liability hereunder shall not be effected by any claim or right to set off or cross-action which the Purchaser may have or claim to have against the Vendor or any account whatsoever nor shall the Guarantors be entitled to any set off against the Vendor.
- (f) In order to give full effect to the provisions of this Guarantee, the Guarantors hereby:
 - (i) covenant that in the event of the bankruptcy or liquidation of the Purchaser or any Guarantor, the Guarantors will not prove in any such bankruptcy or liquidation in competition with the Vendor AND (so long as any moneys remain owing to the Vendor) the Guarantors hereby irrevocably authorise the Vendor to prove as the Guarantors' attorney for all moneys which the Guarantors have paid on behalf of the Purchaser which the Guarantors may be entitled to by way of contribution from any other Guarantor AND to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any amounts so received until the Vendor shall with the aid thereof have been paid one hundred (100) cents in the dollar in respect of the indebtedness of the Purchaser or the Guarantors as the case may be. The Guarantors hereby waive in favour of the Vendor all rights whatsoever which the Guarantors may at any time have against the Vendor, the Purchaser and any other Guarantor or any other person estate and asset so far as necessary to give effect to this paragraph;
 - (ii) waive all rights inconsistent with the provisions hereof including rights as to contribution, marshalling, consolidation and subrogation which the Guarantors might otherwise as surety be entitled to claim and enforce; and
 - (iii) agree, notwithstanding any presumption or principle of law to the contrary, that the Vendor may in relation to any one or more Guarantor enter into a covenant not to sue, compound, grant a full or partial or conditional release, issue process, sign judgment, participate in any official management, prove in any bankruptcy scheme or liquidation or do any other act matter or thing in respect of that Guarantor or the whole or any part of any Guarantors' liability without thereby in any way impairing or reducing the liability of the other Guarantor for the whole of the obligations of the Purchaser as aforesaid.

34.2 Corporate Purchaser – Directors' Indemnity

- (i) Without prejudice to the guarantee contained in clause 34.1, the Guarantors unconditionally and irrevocably undertake, as separate and additional obligations, to indemnify the Vendor against all losses, liabilities, damages, claims, costs and expenses whatsoever (including legal costs) arising out of any failure by the Purchaser duly to perform any of the obligations. This indemnity will remain in effect notwithstanding that

the guarantee under clause 34.1 may cease to be valid or enforceable against the Guarantors for any reason whatsoever.

Executed by the Guarantor in the presence of:

_____	_____
Witness Signature	Guarantor Signature
_____	_____
Witness Name	Guarantor Name

35. Matters affecting the Property

35.1 Easements and other encumbrances

To the extent permitted by law, the Property is sold free from encumbrances, except for:

- (a) the rights and interest reserved to the Crown in the deed of grant;
- (b) all encumbrances registered against the title to the Land at the date of this Contract;
- (c) all statutory rights relating to water supply, sewerage, drainage, electricity, telephone and other services in, passing through or over the Land, whether or not protected by registered easement;
- (d) Subject to clause 16.4, any statutory charge over the Property in favour of an Authority which exists at Completion; and
- (e) any easements, rights or permits to pass or similar rights over the Land (whether registered or not) copies of which are attached to this Contract and which the Purchaser acknowledges it has read and agrees to be bound by on and from the Completion Date.

35.2 Sale In As Is Condition

Because the Purchaser has had the opportunity before entering into this Contract to conduct its own enquiries in respect of the Property, the Property is sold in an as is condition, with all faults or defects (if any), whether or not apparent.

35.3 Purchaser Accepts Liability

The Purchaser accepts and is obliged to meet and comply with any liabilities, obligations, requisitions, directions, recommendations, and notices which may on and from the Date of completion be outstanding regarding the Property. The Purchaser shall indemnify the Vendor on demand against any costs, expenses or liabilities incurred by the Vendor in respect of them (unless this Contract is terminated without default on the part of the Purchaser).

36. Warranties and Representations

36.1 Exclusion of warranties

All warranties or conditions expressed or implied by law, equity, statute or otherwise shall (to the fullest extent permitted by law) be excluded unless expressly set out in this Contract.

36.2 Vendor gives no warranty

Without limiting the generality of clause 36.1, the Vendor does not warrant that:

- (i) the boundaries, description or area of the Property are correctly described in this Contract;
- (ii) any requisitions, directions or recommendations delivered by an Authority in respect of the Property have been complied with;
- (iii) no notices of resumption or intending resumption affecting the Property have been delivered;
- (iv) any permissions, consents and approvals required from an Authority for the construction of any improvements on the Property have been obtained, or having been obtained have been complied with in all respects;
- (v) any consents, approvals, permits or licences desirable or required to be held for the present use of the Property have been granted by any Authority;
- (vi) any improvements on the Land have been properly constructed or installed in accordance with any relevant legislation or that any requirements imposed by any Authority with respect to their construction, installation or demolition have been complied with;
- (vii) any improvements on the Property are free from asbestos or similar materials;
- (viii) the Vendor has complied with and has not committed any offence under any environmental law in relation to the use and occupation of the Land;
- (ix) the Land is free from contamination, or that there is no condition of the Property which would entitle any person to require the Vendor to decontaminate or take other remedial action in or around the Land or contribute to the act of doing so;
- (x) the Property has any capacity, custom or availability to it of any services (except as may be specifically set out elsewhere in this Contract);
- (xi) any dividing fences are on the true boundaries of the Property;
- (xii) buildings or other improvements of other owners do not encroach on the Property;
- (xiii) any boundaries of the Land are fenced;
- (xiv) the means of access to and egress from the Land and all terms of all easements and licences benefiting the Land are adequate;
- (xv) the Land is not subject to any unregistered easements, rights or permits to pass;

- (xvi) the Land may be used or developed for any particular purpose;
- (xvii) the Property is of a particular quality, suitability or fitness for any specified purpose;
- (xviii) the improvements are safe and without risk to the health and safety of any user;
- (xix) any water, whether from bores or other water facilities, on, or servicing the Land, is of any particular quality, quantity, capacity, flow or supply or otherwise;
- (xx) the Land and improvements are suitable for any purpose or are in good condition;
- (xxi) the use of the Land does not rely on the Purchaser owning or controlling any other property;
- (xxii) the Property is presently and will in the future be economically feasible and/or produce economic returns; and
- (xxiii) anything relating to the Property as disclosed in the Disclosure Material including any information disclosed in that material regarding any income derived from, and expenses in connection with, the Property is accurate.

37. Purchaser's Acknowledgments and Warranties

37.1 Acknowledgments

The Purchaser acknowledges and agrees that, in entering into this Contract, the Purchaser has not relied on any statement, representation or warranty made by or on behalf of the Vendor either expressly or impliedly as to:

- (a) the Property;
 - (b) the neighbourhood or environment in which the Property is situated;
 - (c) the viability, profitability, productivity, condition, state of repair or suitability for any use or purpose of the Property;
 - (d) rights and privileges relating to the Property;
 - (e) services actually or likely to be connected or provided to the Property;
 - (f) any building, engineering, architectural, development concept or other plans in relation to the Property which the Purchaser or any representative of the Purchaser may have seen or been shown prior to execution of this Contract; or
 - (g) any other matter (past, present, future or anticipated) relevant to the Property,
- except as set out in this Contract.

37.2 Basis on which information provided

The Purchaser acknowledges that all statements, representations and warranties by or on behalf of the Vendor in this Contract have been made and will be given on the basis

of the actual knowledge of those persons associated with the Vendor who have responsibility for the sale of the Property.

37.3 **Warranties by the Purchaser**

- (a) The Purchaser warrants that:
- (i) the Purchaser has the power and authority to execute and enter into this Contract and perform and observe all its terms without the consent of any person;
 - (ii) the entry into this Contract will not breach or create any rights benefiting the Purchaser under the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law, or the Foreign Acquisition and Takeovers Act 1975 (Cth);
 - (iii) the Purchaser requires no regulatory approvals (unless they have been obtained prior to the date of execution of this Contract) to enter into and complete this Contract, including for the avoidance of doubt a written advice from the Australian Treasurer under the Foreign Acquisitions and Takeovers Act 1975 (Cth) to the effect that the Commonwealth Government has no objection to the acquisition by the Purchaser of the Property under this Contract;
 - (iv) the Purchaser has duly executed this Contract; and
 - (v) each person signing this Contract on behalf of the Purchaser, whether as an officer, agent, trustee or otherwise has full authority to execute this Contract in that capacity,
- (together the ***Purchaser Warranties***).
- (b) The Purchaser Warranties are taken to be made on the Contract date and also made at Completion.

37.4 **Own Investigations**

The Purchaser acknowledges that prior to signing this Contract it has made its own investigations and enquiries in relation to the Property (including comprehensive investigations made with the council for the local government area within which the Property is situated) and that the Purchaser has not relied upon any warranty or statement made by the Vendor or by anyone on its behalf, except as set out in this contract.

37.5 **Purchaser has inspected property**

The Purchaser acknowledges that it has inspected the Property and the improvements (if any) erected thereon and accepts it and them (if any) in their condition and state of repair as at the date of this Contract subject to all faults and defects both latent and patent.

37.6 **No claim, objection or requisition**

- (a) The Purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of:
- (i) any reservation, encumbrance, lien or interest to which this sale is made subject;

- (ii) any error, mis-statement or omission in the description, area, boundaries or particulars of the Property in this Contract;
- (iii) any notices, requisitions, direction, recommendation, resumption, intended resumption or compulsory acquisition relating to the Property;
- (iv) any matter on which:
 - a. the Vendor gives no warranty;
 - b. the Purchaser has satisfied itself; or
 - c. the Purchaser has agreed that it has not relied upon, including any statement, representation or warranty;
- (v) any matter the existence of which is disclosed by the Vendor in this Contract;
- (vi) the presence of any sewer manhole or vent on the property;
- (vii) any rainwater downpipe being connected to the sewer;
- (viii) any environmental hazard or contamination;
- (ix) any asbestos or similar material which may be present on the Property;
- (x) any latent or patent defect in the property;
- (xi) any give and take fences on any boundary of the Property, any unfenced boundary or any fence not being on the correct boundary;
- (xii) any application to enclose or close a road affecting or adjoining the Property;
- (xiii) legal access to the Property;
- (xiv) any alteration to a drain or natural watercourse running through the Property;
- (xv) any gate erected across any road;
- (xvi) any matter disclosed in any document, planning instrument (including any development control plan) or other thing referred to or identified in the section 10.7(2) & 10.7 (5) (if applicable) certificate attached to this Contract;
- (xvii) any liability, claim, loss or expense of any kind caused directly or indirectly by the Property or any inadequacy of or defect in it;
- (xviii) any statement, representation or warranty or any information given in response to any request, requisition or objection being incorrect, where it is given in good faith to the best of the knowledge of the Vendor or persons associated with the Vendor making such statement, representation or warranty or giving such information; or

(xix) any additional matter which is disclosed in this Contract.

(b) The Vendor does not warrant (except as required by statute or a regulation made thereunder) that anything attached to this Contract is comprehensive or accurate.

37.7 **No reliance**

The Purchaser acknowledges that, except as expressly provided in this Contract:

(a) at no time has:

(i) the Vendor or any person on the Vendor's behalf, made or given; or

(ii) the Purchaser relied on,

any representation, warranty, promise or forecast; and

(b) no other statements or other representations:

(i) have been relied on in any way as being accurate by the Purchaser;

(ii) have been warranted to the Purchaser as-being true; or

(iii) have induced or influenced the Purchaser, or have been taken into account by the Purchaser as being important to the Purchaser's decision to enter into this Contract or to agree to any or all of its terms.

37.8 **Exclusion**

To the extent permitted by law, the Purchaser agrees not to make and waives any right it may have to any claim against the Vendor or any employees or agents of the Vendor which corresponds to Section 18 of the Australian Consumer Law.

38. **Passing of Risk**

38.1 To the extent permitted by law, the provisions of Part IV Division 7 of the Conveyancing Act 1919 (NSW) do not apply to the Property.

39. **Contamination**

39.1 In this clause 39, the following defined terms apply:

Claim includes any claim demand, remedy, suit, injury, damage, loss, cost, expense, charge, fee, liability, action, proceeding, right of action and claim for compensation including any notice issued by the EPA or other government authority.

Contamination means the presence in, on or under the Property (including soil and groundwater) of a substance at a concentration that presents a risk of harm to human health or any other aspect of the Environment and Contaminate, Contaminant and Contaminated each have a corresponding meaning.

Environment means components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter and any living organism;
- (d) and any human made or modified structures and areas, and includes interacting natural ecosystems that include components referred to in paragraphs (a) to (c).

Environmental Law means any Law relating to the Environment or the protection of the Environment and any other law relating to Contamination or Pollution.

Hazardous Material means material that, because it is toxic, corrosive, flammable, explosive, or infectious or possesses some other dangerous characteristic, has the potential to present a risk of harm to people, including their health or to any other aspect of the Environment.

Officer has the meaning given to in in the Corporations Act 2001 (Cth).

Pollution has the meaning given to it in the Protection of the Environment Operations Act 1997 (NSW).

39.2 Contamination

- (a) The Purchaser acknowledges and agrees that:
 - (i) it has relied on its own Contamination assessment in purchasing the Property and has not relied on any Contamination assessment prepared for or on behalf of the Vendor;
 - (ii) the Vendor has not made any warranty or representations with respect to the condition of the Property or what use or development it is suitable for; and
 - (iii) the Vendor will not be arranging and is not responsible for the clean-up, rectification or remediation of any Contamination relating to the Property.
- (b) The Purchaser acknowledges and accepts:
 - (i) the Property in its existing state and condition, including any existing Contamination or Pollution of the Property and the existence on or in the Property of Hazardous Materials; and
 - (ii) any Contamination or Pollution existing on or in the Property; and
 - (iii) that despite anything contained elsewhere in this Contract the Purchaser (to the exclusion of the Vendor and any Officer of the Vendor) is responsible as from the date of this Contract for and must promptly comply with, all orders, notices or requirements of any relevant authority which require any person to clean up, rectify or remedy any Contamination relating to the Property.

39.3 **Release**

The Purchaser holds harmless, releases and discharges the Vendor and any Officer of the Vendor from and against all Claims which the Purchaser may have now or in the future against the Vendor or any Officer of the Vendor arising out of or in any way connected with the ownership of the Property, the condition of the Property, any Hazardous Materials on, under, in respect of or emanating from the Property or any part of it (whenever occurring), any Contamination on, under, in respect of or emanating from the Property or any part of it (whenever occurring) or as a result of activities conducted on the Property or any adjoining land (whenever occurring).

39.4 **Indemnity**

The Purchaser indemnifies and holds harmless the Vendor and any Officer of the Vendor from and against all Claims which any third party may have now or in the future against the Vendor or any Officer of the Vendor, arising out of or in any way connected with the condition of the Property, any Hazardous Materials on, under, in respect of or emanating from the Property or any part of it (whenever occurring), any Contamination on, under, in respect of or emanating from the Property or any part of it (whenever occurring) or as a result of activities conducted on the Property or any adjoining land (whenever occurring).

39.5 **No Claim**

The Purchaser agrees that it will not make any claim, objection or requisition or seek any compensation or attempt to rescind or terminate this Contract or seek to delay or defer Completion or to withhold any part of the price as a result of or in respect of any matters referred to in clause 39.2, 39.3 and 39.4, including but not limited to the existence of any Hazardous Materials on, under, in respect of or emanating from the Property or any part of it (whenever occurring) or Contamination on, under, in respect of or emanating from the Property or any part of it (whenever occurring).

39.6 **Survival**

This Clause 39 shall not merge on Completion but shall inure for the benefit of the Vendor.

40. Breach of Statutory Warranty by Vendor

40.1 If the Purchaser discovers that the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation 2022 (NSW) (as amended), the Purchaser must, within twenty one (21) days of discovering that breach, notify the Vendor in writing of that breach.

40.2 If the Vendor breaches any warranty implied by the Conveyancing (Sale of Land) Regulation 2022 (NSW) (as amended), the Vendor may, before Completion, serve a notice:

- (a) specifying the breach;
- (b) requesting the Purchaser to serve a notice irrevocably waiving the breach (**Waiver**); and
- (c) indicating that the Vendor intends to rescind this Contract if the Waiver is not served within 14 days of service of the notice.

40.3 The Vendor may rescind if:

- (i) the Vendor serves a notice under Clause 40.2; and
- (ii) the Purchaser does not serve the Waiver within the time required under the notice.

40.4 If the Purchaser serves a Waiver before the Vendor rescinds under Clause 40.3, the Vendor is no longer entitled to rescind under Clause 40.3.

40.5 The Purchaser has no claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation 2022 (as amended) other than the right of rescission conferred by that Regulation.

41. Termination and Rescission

41.1 If the Purchaser is a corporation and before Completion:

- (a) it enters into a scheme;
- (b) it makes any arrangement for the benefit of creditors;
- (c) an application or order is made to wind up the Purchaser;
- (d) a liquidator, administrator or official manager is appointed in respect of the Purchaser;
- (e) a mortgagee enters into possession of all or a substantial part of the assets of the Purchaser;
- (f) it is deemed by any relevant legislation to be unable to pay its debts; or
- (g) a receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the Purchaser,

then the Purchaser is in default of this Contract.

41.2 If the Purchaser is an individual who before Completion:

- (a) executes an authority pursuant to section 188 of the Bankruptcy Act, 1966 (Cth); or
- (b) is declared bankrupt,

then the Purchaser is in default under this Contract.

41.3 If either party (or any of them) is a natural person and prior to Completion dies, the other party and/or the estate of the deceased party may rescind this Contract in accordance with clause 19.

42. Vendor may Rescind

42.1 No right to damages or compensation

If for any reason (including the lodging of caveats, writs of execution or injunctive or similar proceedings) the Vendor is unable to perform any or all of its obligations under this Contract, then the Vendor shall not be liable by way of damages, compensation or

otherwise for any loss sustained by the Purchaser by reason of the failure of the Vendor to perform such obligations under this Contract.

42.2 **Contract voidable**

Where this Contract can be rescinded or is voidable under any relevant legislation and is voided or rescinded on election of the Purchaser under any such relevant legislation, the Purchaser acknowledges and agrees that the Vendor shall not be liable by way of damages, compensation or otherwise for any loss sustained by the Purchaser by reason of the Contract being voidable or being rendered void.

42.3 **Release**

The Purchaser releases the Vendor from all claims which the Purchaser could, would or might but for this provision have where:

- (a) The Vendor is unable to perform all or any of its obligations under this Contract; and/or
- (b) This Contract is voidable or capable of being rendered void,

With the sole exception of the Purchaser's right on rescission to a refund of the deposit and any other money paid by the Purchaser under this Contract.

43. **Real Estate Agent**

43.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the Property directly or indirectly by any real estate agent or any other person other than the Vendor's agent specified in this Contract (if any). The Purchaser shall indemnify the Vendor on demand (and if more than one, each of them) against any claims, suits, demands and actions by any agent or any other person arising out of or as a consequence of a breach of this warranty. This clause shall not merge on Completion of this Contract.

43.2 The Purchaser acknowledges and agrees that the Vendor has not made any warranty or representations that any material provided to the Purchaser by or on behalf of the Vendor's agent is accurate or current.

44. **Not Used**

45. **Interest**

45.1 **Payment of interest on Completion**

If Completion does not occur on the date for completion (other than as a result of the wilful default of the Vendor), the Purchaser shall pay to the Vendor, on Completion, interest calculated:

- (a) daily at the rate of 8% per annum; and
- (b) on the balance of the purchase price payable under this Contract,

in respect of the period (***Interest Period***) commencing on the day following the date for completion and ending on the Completion Date (inclusive).

45.2 **Essential term**

The Purchaser may not require the Vendor to complete this Contract unless interest payable under this Contract is paid to the Vendor on Completion. It is an essential term of this Contract that that interest is paid.

45.3 Vendor may remake time of the essence

The Vendor may subsequently remake time of the essence and require payment of the balance of the purchase price payable under this Contract and any other moneys (including interest) payable under the terms of this Contract at a specified time.

45.4 Delay by Vendor

Clause 45.1 does not apply in respect of any part of the Interest Period during which Completion has been delayed by the Vendor.

45.5 Completion after 4:30pm

If due to no fault of the Vendor Completion takes place after 4:30 pm on the date for completion or after 4:30 pm on any day after the date for completion, clause 45.1 applies as if Completion takes place on the business day after the day on which Completion actually takes place.

45.6 Clause does not apply

For the avoidance of doubt, clauses 45.1 to 45.5 do not apply and are of no effect where this Contract is terminated by the Vendor in accordance with its terms (including the provisions of clause 9 and 46 of this Contract).

45.7 Payment of interest on termination

If Completion does not occur on the date for completion (other than as a result of the default of the Vendor) and this Contract is terminated by the Vendor in accordance with its terms (including the provisions of clause 9 and 46), the Purchaser shall be liable to pay to the Vendor, on termination, interest calculated:

- (a) daily at the rate of 8% per annum; and
- (b) on the balance of the purchase price payable under this Contract,

in respect of the period (***Interest Period***) commencing on the day following the date for completion and ending on the date this Contract is terminated (inclusive).

46. Notice to Complete

46.1 Issue of notice

- (a) If completion does not occur on or before 5:00pm on the Date for completion, at any time either party (not then being in default under this Contract) may serve on the other a notice (Notice to Complete) requiring completion of this Contract on a

specified date being not less than 14 days (Notice Period) after the date of service of the Notice to Complete.

- (b) The parties agree that:
- (i) the Notice Period is sufficient; and
 - (ii) time will be essential for compliance with the Notice to Complete.

46.2 **Notice Period**

For the purpose of calculating the Notice Period:

- (a) the Notice Period commences at midnight on the business day on which the Notice to Complete is served; and
- (b) a reference to a day means the period of time commencing at midnight and ending 24 hours later.

46.3 **Time essential**

Any Notice to Complete may specify any time of the day between 11am and 5:00pm as the time for performance of any obligation under this Contract in which event performance by that specified time is of the essence.

46.4 **Withdrawal and re-issue of further notice**

The party serving a notice may:

- (a) at any time withdraw the notice by further notice to the other party; and
- (b) at its option, issue a further notice.

46.5 **Vendors costs**

The parties agree that should the Vendor issue a notice to complete on the Purchaser, the Purchaser will allow \$550.00 (GST inclusive) to the Vendor by way of adjustment at settlement for the additional costs incurred by the Vendor in preparing and issuing such Notice. The Purchaser agrees that such payment is an essential term of this Contract.

47. Adjustments

47.1 The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error and to reimburse each other accordingly after settlement.

47.2 This clause 47 shall not merge on completion.

48. Counterparts

48.1 This Contract may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

49. Effect of Void Provisions

49.1 If a court holds that:

- (a) any part of this Contract is void, voidable, illegal or unenforceable; or
- (b) this Contract is void, voidable, illegal or unenforceable unless any part of this Contract is severed from this Contract;

that part will be severed from the Contract unless to do so would change the underlying principal commercial purposes of this Contract.

50. Entire Contract

50.1 The Purchaser acknowledges that the terms set out in this Contract constitute the entire and only agreements between the parties in relation to the sale and purchase of the Property.

51. Finance Approval – Purchaser's Warranty

51.1 The Purchaser warrants to the Vendor that the Purchaser: -

- (a) does not require finance; or
- (b) has had finance approved,
 - (i) in an amount; and
 - (ii) on terms acceptable to the Purchaser;

to complete, in accordance with its terms and conditions, this Contract on or before the date for completion.

51.2 The Purchaser acknowledges that in reliance upon the warranty contained in additional condition 51.1 the Vendor: -

- (a) has entered into this Contract; and
- (b) may enter into further Contractual obligations on or after the date of this Contract.

51.3 The Purchaser is liable to the Vendor for any damages suffered by the Vendor arising from any breach of the warranty contained in this additional condition despite any rights the Purchaser may have under the provisions of the Uniform Credit Code.

52. Inclusions

52.1 No representations by Vendor

The Vendor does not make any representation or warranty about the condition of the items included in the sale and Purchaser accepts them in their quality state of repair and condition as at completion.

52.2 Vendor not liable

Subject to the Vendor's common law duty to exercise reasonable care of inclusions after the Contract date, the Vendor is not liable for, and the Purchaser releases the Vendor from liability or loss arising from, and costs and expenses arising from or incurred in

connection with, damage to, mechanical breakdown of, or fair wear and tear to, the items included in the sale which occur on and from the Contract date.

52.3 No formal delivery

The Vendor need not give formal delivery of the items included in the sale but must leave them at the Property on completion.

52.4 Quality of items included in the sale

The Purchaser may not make a requisition or claim or attempt to delay completion or terminate the Contract because of the quality of any items (if any) included in the sale.

53. Electronic Execution and Exchange

53.1 The parties acknowledge and agree that:

- (a) This Contract may be executed:
 - (i) in a number of counterparts and all the counterparts together make one instrument; and/or
 - (ii) electronically by both parties using SignIt/DocuSign or by exchanging electronic copies of original signatures on this Contract.
- (b) This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email.
- (c) the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- (d) they are bound by the electronic version of this Contract which has been signed and exchanged in accordance with clause 53; and
- (e) they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and any terms and conditions of SignIt/DocuSign (if applicable), in relation to the execution of this Contract.

53.2 The Purchaser cannot make a requisition or claim because of anything contained in this clause 53.

CONDITIONS FOR SALE OF LAND BY AUCTION

The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.

- 1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.

- (b) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.
 - (i) The purchaser of livestock must pay the stock and station agent who conducted the auction or the vendor the full amount of the purchase price:
 - i. if that amount can reasonably be determined immediately after the fall of the hammer-before the close of the next business day following the auction; or
 - ii. if that amount cannot reasonably be determined immediately after the fall of the hammer-before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.
- 2) In addition to the conditions 1 (a) to 1 (h) above, the following conditions apply to the sale by auction of residential property or rural land:
- (a) All bidders must be registered in the bidders' record and display an identifying number when making a bid.
 - (b) The auctioneer may make only one vendor bid at an auction of residential property or rural land.
 - (c) Immediately before making a vendor bid, the auctioneer must clearly announce that the bid is made on behalf of the seller.
- 3) In addition to the conditions set out above, the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.



FOLIO: 3/SP57680

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/7/2024	9:41 AM	8	20/4/2022

LAND

LOT 3 IN STRATA PLAN 57680
AT SUTHERLAND
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

TIMOTHY DAVID SMELLIE (T AS60957)

SECOND SCHEDULE (2 NOTIFICATIONS)

- INTERESTS RECORDED ON REGISTER FOLIO CP/SP57680
- AS60958 MORTGAGE TO AUSTRALIAN MUTUAL BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP57680

SEARCH DATE	TIME	EDITION NO	DATE
30/7/2024	9:41 AM	6	21/7/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 57680
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SUTHERLAND
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP57680

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 57680
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BODY CORPORATE SERVICES
LOWER-GROUND LEVEL
323 CASTLEREAGH STREET
SYDNEY 2000

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 695844 LAND EXCLUDES MINERALS LAND EXCLUDES MINERALS
- 3 SP57680 POSITIVE COVENANT
- 4 SP57680 RESTRICTION(S) ON THE USE OF LAND
- 5 AN845397 INITIAL PERIOD EXPIRED
- 6 AQ249040 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 14)

STRATA PLAN 57680

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- 1	6	- 1	7	- 1	8	- 1
9	- 1	10	- 1	11	- 1	12	- 1
13	- 1	14	- 1				

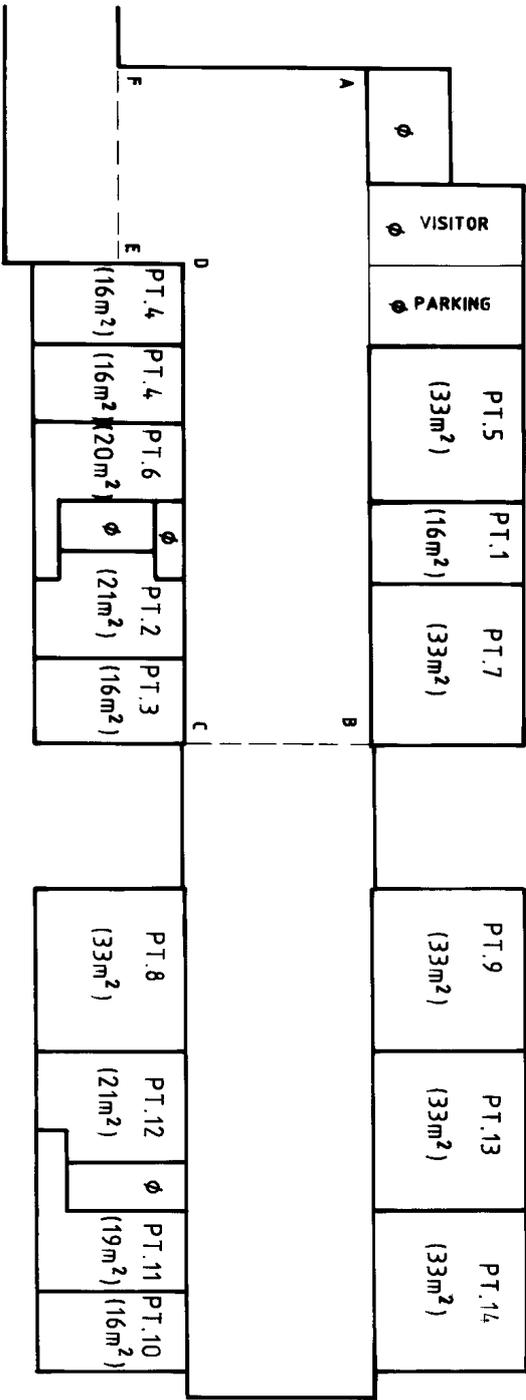
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

STRATA PLAN 57680

A B C D E F-ON SITE STORMWATER DETENTION SYSTEM.



BASEMENT GARAGES

φ COMMON PROPERTY
 φ AREAS ARE APPROXIMATE

SCHEDULE OF UNIT ENTITLEMENTS

LOT N°.	UNIT ENTITLEMENT
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
AGGREGATE	14

Reduction Ratio 1: 200

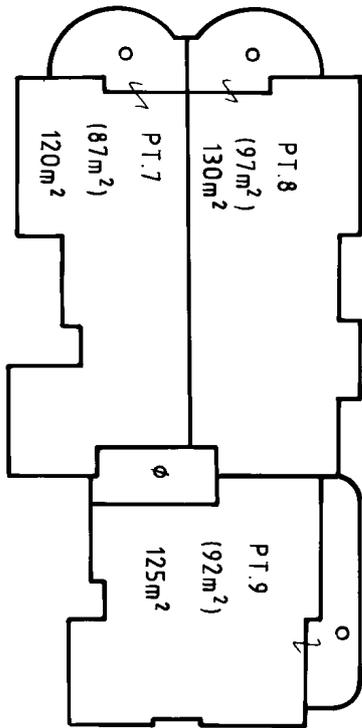
Lengths are in metres

Surveyor Registered under Surveyors Act 1929
 Surveyors REFERENCE: 97135
 General Manager/Authorised Person

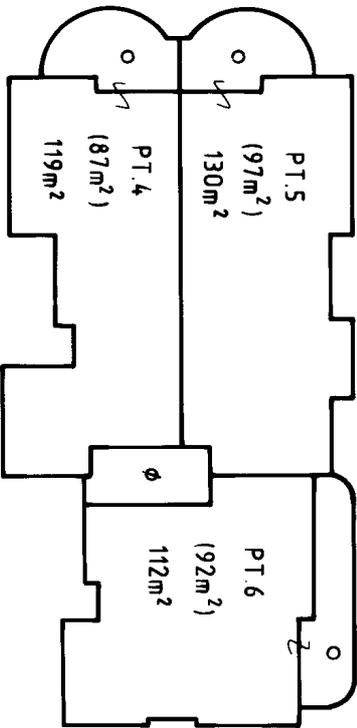


AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

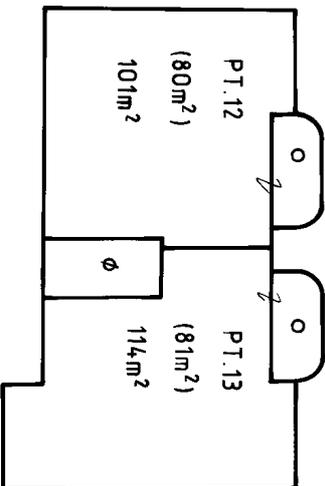
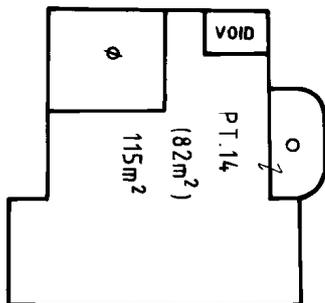
φ COMMON PROPERTY
○ BALCONY



SECOND FLOOR



FIRST FLOOR



Reduction Ratio 1: 200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929

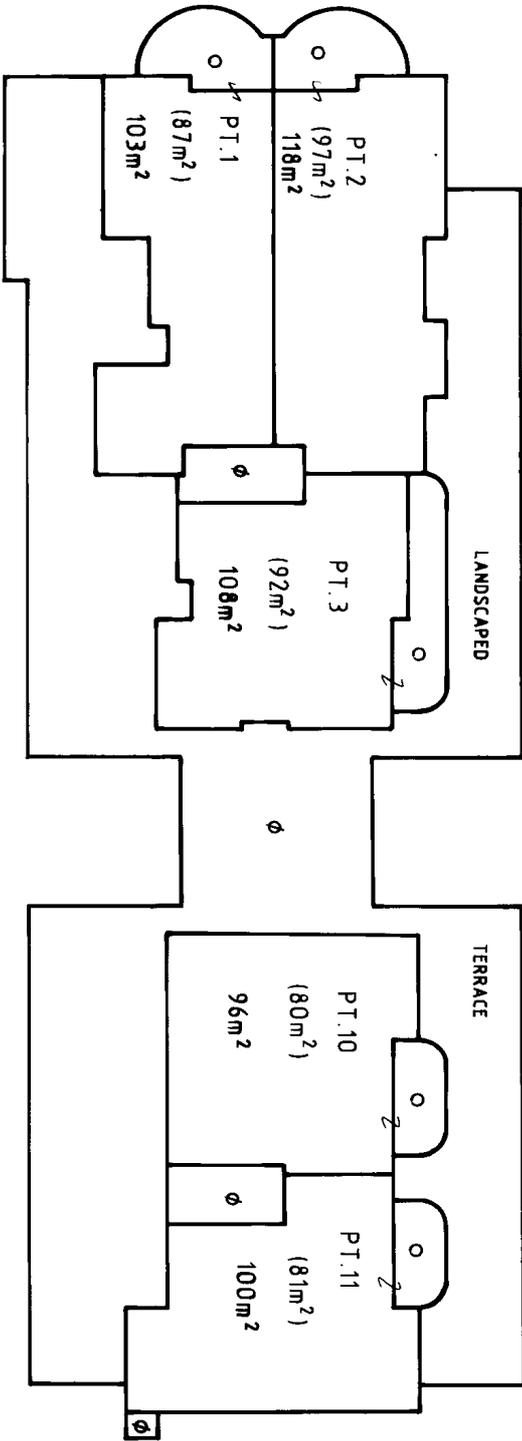
General Manager/Authorised Person

SURVEYOR'S REFERENCE: 97135

STRATA PLAN 57680

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

- ∅ COMMON PROPERTY
- BALCONY



GROUND FLOOR

Reduction Ratio 1: 200

Lengths are in metres



[Signature]

Surveyor Registered under Surveyors Act 1929

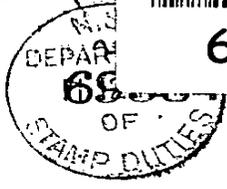
General Manager, Authorised Person

SURVEYOR'S REFERENCE: 97135

RECD 13 DEC 1912 2.28 PM



695844L



NEW SOUTH WALES
1 DEC 1912 4 P.M.

MEMORANDUM OF TRANSFER

(Real Property Act 1900)

Handwritten notes and signatures in the top left corner, including 'T.L. 10/10', '1-0-0', and various initials and dates.

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of ninety nine years from the first day of July one thousand eight hundred and ninety nine under the Memorandum of Lease registered Number 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon in consideration of the sum of Four hundred and ninety one pounds five shillings paid by Alexander Robert Minter and Charles Frederick Lindeman both of Sydney Gentlemen to the Perpetual Trustee Company Limited the Australian Trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is acknowledged by the said Perpetual Trustee Company Limited testified by the receipt of its Manager hereto annexed) DOETH HEREBY in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Alexander Robert Minter and Charles Frederick Lindeman ^{as Joint Tenants.} ALL the estate and interest of the registered proprietor in fee simple in the surface of ALL THAT piece of land containing about 4.3.39 ^{acres} situate in the Parish of Sutherland and County of Cumberland and being part of the land comprised in Certificate of Title dated Second May 1907 registered Volume No. 1776 Folio 27 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sublease Number 66015 (dated the fifteenth day of February 1883) from the Holt Sutherland Estate Land Company Limited to Alexander Robert Minter and Charles Frederick Lindeman AND doth also transfer to the said Alexander Robert Minter and Charles Frederick Lindeman all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered Proprietor together with all its rights and powers in respect thereof as comprised in the said Lease Number 50990 in and so far only as regards the land comprised in the said Sub-Lease Number 66015 except and reserving unto the Company and its assigns during the residue now unexpired of the

Handwritten notes and signatures on the left margin, including 'In the', '11/11/1912', and other illegible scribbles.

Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises ~~at~~ herein excepted and reserved in reversion immediately expectant on the said Lease Number 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term "the reversioner and reversioners") all mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease Number 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred Together with - liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any - necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed excepting and reserving unto the - reversioner and reversioners all metals and minerals not comprised in the said Lease Number 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed Together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby - appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby - lastly hereinbefore excepted and reserved and for such purpose to make - maintain and use any necessary and convenient underground works whatsoever to the intent that the said Alexander Robert Minter and Charles Frederick Lindeman may become the registered proprietors in fee simple of the lands comprised in the said sub-lease number 66015 to the extent only directed and intended by the said "Holt Sutherland Estate Act 1900" Provided always that the Company and its assigns shall hold the residue of the lands comprised in the said Lease Number 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the

Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS whereof the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney this *fourth* day of *December* one thousand nine hundred and twelve.

THE COMMON SEAL of the HOLT SUTHERLAND)
STATE COMPANY LIMITED was affixed -)
hereto by the Directors present at a)
meeting of the Board of Directors of)
that Company held this *fourth*)
day of *December* 1912 and such Direct-)
ors thereupon signed this Transfer in)
the presence of.)

Ed. Simpson
Ed. Simpson

M. Malone

Secretary.

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

SIGNED in my presence by the said Alexander)
Bert Minter who is personally known to me)

Bert Minter
Sydney

SIGNED in my presence by the said Charles)
Federick Lindeman who is personally known)
to me.)

Charles Lindeman

Transferees

MEMORANDUM OF ENCUMBRANCES &c REFERRED TO

695844 Transfer of Leasehold
Memorandum of Transfer of

Lodged by

MINTER, SIMPSON and CO.

4 ac. Lots 6 to 11 inclusive, lots 16 to 21 inclusive
of Sec. 1. 4 a 2 p. 26 1/2 Lots 6 to 19 incl.
of Sec. 39. and 3 a. 1 p. 13 1/4 p. Lots 5 to 8 incl.
Lots 10, 11 of Lot 13 to 16 incl. of Sec. 40
D.P. 802

Shire of Sutherland
of Sutherland

subject to reservation of minerals

The Holl Sutherland Estate Company
Limited Transferror

Alexander Robert Minter
and Charles Frederick Lindeman Transferees.
as joint tenants

Particulars entered in the Register Book Vol 1776
Fol. 27 & on Lease No 50,990.
The 31st December 1912. at 4 o'clock
in the afternoon.

Deputy Registrar General



Deputy Registrar General.

20 JAN. 1913

SENT TO DEPT. OF RECORDS	17.12.12	
RECEIVED FROM RECORDS	17.12.12	
DRAFT WRITTEN	19.12.12	
DRAFT EXAMINED	20.12.12	
RETD. TO RECORDS (REQUISITE)	20.12.12	
RETD. TO RECORDS (REGISTR.)		
DRAFT FORWARDED		
RETURNED FROM RECORDS	20.2.13	
CERTIFICATE ENGROSSED	21.1.13	
DRAFT COMPLETE	26.2.13	
CERTIFICATE EXAMINED	27.2.13	
APPROVED	27.2.13	
DEPT. REGISTRAR GENERAL	MAILED 1913	

FEB 1913 FEB 12 1913

2346 148

Handwritten notes on the left margin: "Minter, Robert & Lindeman dated 7.1.13" and "A 849"

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1997.

Sheet 1 of 3 sheets

PART 1

Plan: **SP 57680**

Plan of strata subdivision of Lot 10 in D.P. covered by Council Clerk's Certificate No. **STA12** of **1999**

Full name and address of the proprietors of the land

KENSWORD PTY LIMITED of 23 Small Street, Woollahra 2025.

1. Identity of the Positive Covenant firstly referred to in abovementioned plan. Positive Covenant

Schedule of Lots Affected

Lots Burdened

Authority Benefited

Common Property

Sutherland Shire Council

2. Identity of the Restriction As To User secondly referred to in abovementioned plan. Restriction As To User

Schedule of Lots Affected

Lots Burdened

Authority Benefited

Common Property

Sutherland Shire Council

PART 2

Terms Of Positive Covenant Firstly Referred To In The Abovementioned Plan

1. The owners of Common Property hereby burdened with respect to the detention facility described in Plan No. **4988-51** dated **21. 7. 98** (Council's File Ref: **PR/0510**) held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland shall:
- (a) Permit stormwater to be temporarily detained in the detention facility.
 - (b) Keep the detention facility clean and free from silt, rubbish and debris.

Approved by the Sutherland Shire Council


.....
General Manager

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1997.

Sheet 2 of 3 sheets

Plan: SP 57680

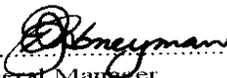
Plan of strata subdivision of Lot 10 in D.P.
covered by Council Clerk's Certificate No. **STA12**
of **1999**

- (c) Maintain and repair the detention facility so that it functions in a safe and efficient manner.
 - (d) Replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council
 - (e) Not make any alterations to the detention facility of elements thereof without prior consent in writing of the Council.
 - (f) Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this Clause.
 - (g) Comply with the terms of any written notice issued by the Council in respect to the requirements of the Clause within the time stated in the notice.
2. In the event of the proprietor failing to comply with the terms of any written notice served with respect to the matters in Clause 1, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the system and recover from the proprietor/s the cost of carrying out the work and if necessary recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under Section 88F of the Conveyancing Act, 1919. In carrying out any work under this Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.
3. In this Covenant "Council" means the Council of Sutherland Shire.

Terms of Restriction As To User Secondly Referred To In The Abovementioned Plan

- 1. No part of the common property shall be used for exclusive use of any lot without the consent of Sutherland Shire Council.
- 2. The Owners Corporation of the future Strata Plan shall make available the common property on an unrestricted basis for use by any owner, employee of an owner or visitor to the land forming part of the Strata Plan.

Approved by Sutherland Shire Council


.....
General Manager

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1997.

Sheet 3 of 3 sheets

Plan: SP 57680

Plan of strata subdivision of Lot 10 in D.P.
covered by Council Clerk's Certificate No. **STA 12**
of **1999**

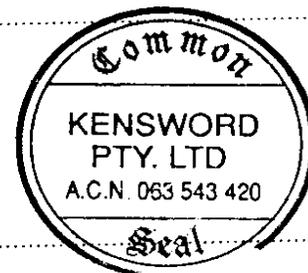
Name Of Authority Empowered To Release, Vary Or Modify The Positive Covenant And Restriction As To User Firstly And Secondly Referred To In The Abovementioned Plan

The Council of Sutherland Shire

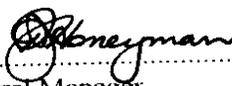
The COMMON SEAL of KENSWORD PTY LIMITED was hereunto affixed by resolution of the Board of Directors and in the presence of:


.....
Director


.....
Secretary



Approved by Sutherland Shire Council


.....
General Manager





AN845397C

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAW**

New South Wales

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/SP 57680			
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any		CODE
	330B	LLPN: 135476R	PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN	CH
	Reference:	F1112 118 717 - MIR		

- (C) The Owners-Strata Plan No. 57680 certify that a special resolution was passed on 31/07/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 4
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

OFF CDRL
ON CDRL
CI

- (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. 57680 was affixed on 31/10/2018 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: Lisa Branson

Authority: Duly Authorised Officer - BCS Strata Management P/L
Strata Managing Agent

Signature:

Name:

Authority:



ANNEXURE A

STRATA PLAN 57680

TABLE OF CONTENTS

1. - Noise	3
2. - Vehicles.....	3
3. - Obstruction of common property	3
4. - Damage to lawns and plants on common property	3
5. - Damage to common property	3
6. - Behaviour of owners and occupiers	4
7. - Children playing on common property in building.....	4
8. - Behaviour of invitees.....	4
9. - Depositing rubbish and other material on common property.....	4
10. - Drying of laundry items	4
11. - Cleaning windows and doors	4
12. - Storage of inflammable liquids and other substances and materials.....	4
13. - Moving furniture and other objects on or through common property.....	5
14. - Floor coverings	5
15. - Garbage disposal	5
16 - Repealed	6
17. - Appearance of lot.....	6
18. - Change in use of lot to be notified.....	6
19. - Provision of amenities or services	6
20. - Fire safety inspections	6
Special by-law no. 1 – Air-conditioning units.....	6
Special by-law no. 2 – Restriction on keeping of dogs.....	8
Special by-law no. 3 – Keeping of animals	8
Special by-law no. 4 – Smoking.....	8



X

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 the 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

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

4. - Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the 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

(i) 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.

(ii) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.

(iii) 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 such device used to affix decorative items to the internal surfaces of walls in the owner's lot.

(iv) 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.

(v) 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

(i) 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.

(ii) 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

(i) 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.

(ii) An owners corporation may resolve that furniture or large objects are to be transported though or on the common property (whether in the building or not) in a specified manner.

(iii) 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

(i) 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.

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

15. - Garbage disposal

(i) 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 receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier; and

(f) must promptly remove any thing which the owner, occupier or garbage 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.

(ii) 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 or 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 - Repealed

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

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

(i) 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).

(ii) 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.

20. - Fire safety inspections

An owners corporation must comply with a requirement of a notice to carry out an inspection of a building or premises for purposes relating to fire safety given under the Environmental Planning and Assessment Act 1979 (S65C).

Special by-law no. 1 – Air-conditioning units

1. Notwithstanding anything contained in By-law 5 of Schedule 1 of the Strata Schemes Management Act 1996 (which applies to this scheme) or any other by-law applicable to the scheme an owner or Occupier of a lot may not install an air-conditioning unit except with the written approval of both any relevant consent authority and the Executive Committee of the Owners Corporation.

2. Where any term of this by-law contradicts By-law 5 of Schedule I of the Strata Schemes Management Act 1996 (which applies to this scheme) then this by-law will prevail to the extent of that contradiction.

3. Any air-conditioning unit so approved:

- (a) must be installed strictly in accordance with the direction of the Owners Corporation and in this regard the Owners Corporation shall have the power from time to time to adopt air-conditioning specifications in relation to the installation of air-conditioning units;
- (b) must be in keeping with the appearance of the building and any parts of the air-conditioning unit or ancillary system which can be seen from the exterior of the building must be painted the same colour as that part of the exterior of the building to which the air-conditioning unit or ancillary system is attached;
- (c) notwithstanding 3(b) no air-conditioning unit or ancillary system must be visible from the street, another lot or common property access areas;
- (d) must not have any drippers on the exterior of the building (ie particularly re multi-storey unit block);
- (e) must not create noise which is in excess of the relevant Australia Standard; and
- (f) will remain the property of the respective Owner and must be properly maintained and kept in a state of good and serviceable repair by the respective Owner and/or replaced at the cost of the respective Owner if considered necessary by the Owners Corporation.

4. An Owner must:

- (a) indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Owner's air-conditioning unit(s);
- (b) accept liability for any damage caused to any part of the common property as a result of the installation of the Owner's air-conditioning unit(s) to the common property and accept responsibility to make good that damage immediately after it has occurred;
- (c) acknowledge that if that owner fails to comply with any obligation under this by-law, then the Owners Corporation may take steps to carry out all work necessary to perform that obligation, may enter upon any part of the parcel to carry out that work and may recover the costs of carrying out that work from the respective Owner;
- (d) repair and/or reinstate the common property or personal property of the owners Corporation to its original condition if the air-conditioning unit or ancillary system is removed or relocated; and
- (e) for clarity this by-law applies to all air-conditioning units installed prior to and after this by-law being made.

5. In this by-law, unless the context otherwise requires, a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996;
- (d) anything the Owner is required or permitted to do under this by-law is to be at the owner's cost; and
- (e) references to legislation includes references to amending and replacing legislation.

Special by-law no. 2 – Restriction on keeping of dogs

1. Subject to section 49(4) of the Strata Schemes Management Act 1996 (NSW), an owner or occupier of a lot must not keep any dog on the lot or common property.

Special by-law no. 3 – Keeping of animals

1. Subject to section 49(4) of the Strata Schemes Management Act 1996 (NSW), an owner or occupier of a lot must not keep any animal (except a cat, or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or common property.

Special by-law no. 4 – Smoking

(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.

The seal of The Owners – Strata Plan No. 57680
was affixed on 31 October 2018
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: Lisa Branson
Authority: Duly Authorised Officer
BCS Strata Management P/L
Strata Managing Agent



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. 57680
was affixed on 31 October 2018
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: Lisa Branson
Authority: Duly Authorised Officer
BCS Strata Management P/L
Strata Managing Agent



Form: 15CH
Release: 2.1

**CONSOLIDATION
CHANGE OF BY-LAW**

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AQ249040V

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

(A) TORRENS TITLE

For the common property CP/SP 57680
--

(B) LODGED BY

Document Collection Box 6508C	Name, Address or DX, Telephone, and Customer Account Number if any LLPN:136319 KEMPS PETERSON LEGAL PTY LTD DX 11553 SYDNEY DOWNTOWN (02) 8216 0443 registrations@kplg.com.au	CODE
	Reference: FILE NO: 183085 - MIR	CH

- (C) The Owners-Strata Plan No. 57680 certify that a special resolution was passed on 22/06/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 5
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (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. 57680 was affixed on 15/07/2020 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: *Matilda Halliday*
 Name: MATILDA HALLIDAY
 Authority: Licensed Strata Managing Agent
 BCS Strata Management P/L
 Signature:
 Name:
 Authority:



ANNEXURE A

STRATA PLAN 57680

TABLE OF CONTENTS

1. - Noise 3
2. - Vehicles..... 3
3. - Obstruction of common property 3
4. - Damage to lawns and plants on common property 3
5. - Damage to common property 3
6. - Behaviour of owners and occupiers 4
7. - Children playing on common property in building..... 4
8. - Behaviour of invitees..... 4
9. - Depositing rubbish and other material on common property..... 4
10. - Drying of laundry items 4
11. - Cleaning windows and doors 4
12. - Storage of inflammable liquids and other substances and materials..... 4
13. - Moving furniture and other objects on or through common property..... 5
14. - Floor coverings 5
15. - Garbage disposal 5
16. - Repealed 6
17. - Appearance of lot..... 6
18. - Change in use of lot to be notified..... 6
19. - Provision of amenities or services 6
20. - Fire safety inspections 6
Special by-law no. 1 – Air-conditioning units 6
Special by-law no. 2 – Restriction on keeping of dogs..... 8
Special by-law no. 3 – Keeping of animals 8
Special by-law no. 4 – Smoking..... 8
Special by-law no. 5 – Minor renovations..... 8

Handwritten signature



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 the 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

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

4. - Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the 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

(i) 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.

(ii) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.

(iii) 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 such device used to affix decorative items to the internal surfaces of walls in the owner's lot.

(iv) 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.

(v) 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

(i) 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.

(ii) 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

(i) 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.

(ii) 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.

(iii) 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

(i) 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.

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

15. - Garbage disposal

(i) 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 receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier; and

(f) must promptly remove any thing which the owner, occupier or garbage 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.

(ii) 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 or 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. - Repealed

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

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

(i) 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).

(ii) 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.

20. - Fire safety inspections

An owners corporation must comply with a requirement of a notice to carry out an inspection of a building or premises for purposes relating to fire safety given under the Environmental Planning and Assessment Act 1979 (S65C).

Special by-law no. 1 – Air-conditioning units

1. Notwithstanding anything contained in By-law 5 of Schedule 1 of the Strata Schemes Management Act 1996 (which applies to this scheme) or any other by-law applicable to the scheme an owner or Occupier of a lot may not install an air-conditioning unit except with the written approval of both any relevant consent authority and the Executive Committee of the Owners Corporation.

2. Where any term of this by-law contradicts By-law 5 of Schedule I of the Strata Schemes Management Act 1996 (which applies to this scheme) then this by-law will prevail to the extent of that contradiction.

3. Any air-conditioning unit so approved:

- (a) must be installed strictly in accordance with the direction of the Owners Corporation and in this regard the Owners Corporation shall have the power from time to time to adopt air-conditioning specifications in relation to the installation of air-conditioning units;
- (b) must be in keeping with the appearance of the building and any parts of the air-conditioning unit or ancillary system which can be seen from the exterior of the building must be painted the same colour as that part of the exterior of the building to which the air-conditioning unit or ancillary system is attached;
- (c) notwithstanding 3(b) no air-conditioning unit or ancillary system must be visible from the street, another lot or common property access areas;
- (d) must not have any drippers on the exterior of the building (ie particularly re multi-storey unit block);
- (e) must not create noise which is in excess of the relevant Australia Standard; and
- (f) will remain the property of the respective Owner and must be properly maintained and kept in a state of good and serviceable repair by the respective Owner and/or replaced at the cost of the respective Owner if considered necessary by the Owners Corporation.

4. An Owner must:

- (a) indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Owner's air-conditioning unit(s);
- (b) accept liability for any damage caused to any part of the common property as a result of the installation of the Owner's air-conditioning unit(s) to the common property and accept responsibility to make good that damage immediately after it has occurred;
- (c) acknowledge that if that owner fails to comply with any obligation under this by-law, then the Owners Corporation may take steps to carry out all work necessary to perform that obligation, may enter upon any part of the parcel to carry out that work and may recover the costs of carrying out that work from the respective Owner;
- (d) repair and/or reinstate the common property or personal property of the owners Corporation to its original condition if the air-conditioning unit or ancillary system is removed or relocated; and
- (e) for clarity this by-law applies to all air-conditioning units installed prior to and after this by-law being made.

5. In this by-law, unless the context otherwise requires, a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996;
- (d) anything the Owner is required or permitted to do under this by-law is to be at the owner's cost; and
- (e) references to legislation includes references to amending and replacing legislation.

Special by-law no. 2 – Restriction on keeping of dogs

1. Subject to section 49(4) of the Strata Schemes Management Act 1996 (NSW), an owner or occupier of a lot must not keep any dog on the lot or common property.

Special by-law no. 3 – Keeping of animals

1. Subject to section 49(4) of the Strata Schemes Management Act 1996 (NSW), an owner or occupier of a lot must not keep any animal (except a cat, or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or common property.

Special by-law no. 4 – Smoking

(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.

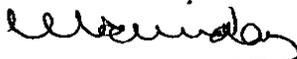
Special by-law no. 5 – Minor renovations

1. The Owners Corporation grants authority to the Strata Committee to consider and approve any minor renovations as described in section 110 of the Strata Schemes Management Act 2015.

2. Minor renovations are works as described in Section 110 of the Strata Schemes Management Act 2015 and Regulation 28 of the Strata Schemes Management Regulation 2016.

3. The lot owner's application must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety.

The seal of The Owners – Strata Plan No. 57680
was affixed on 15 July 2020
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: Matilda Halliday
Authority: Licensed Strata Managing Agent
BCS Strata Management P/L





Applicant:

Infotrack
Gpo Box 4029
SYDNEY NSW 2000

Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:24/5239	Delivery option:	
Certificate date:	30/07/2024	Your reference:	102522

Property:

Lot 3 S/P 57680
3/34-36 Auburn Street SUTHERLAND NSW 2232

Zone:

- * Sutherland Shire Local Environmental Plan 2015
Zone R4 High Density Residential

Notes:

- The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*
- The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*

Disclaimer:

- This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*

**INFORMATION PURSUANT TO SECTION 10.7(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

Environmental Planning Instruments

- * Sutherland Shire Local Environmental Plan 2015
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Housing) 2021
- * SEPP (Biodiversity and Conservation) 2021
- * SEPP (Industry and Employment) 2021
- * SEPP (Planning Systems) 2021
- * SEPP (Primary Production) 2021
- * SEPP (Resources and Energy) 2021
- * SEPP (Resilience and Hazards) 2021
- * SEPP (Transport and Infrastructure) 2021
- * SEPP (Sustainable Buildings) 2022

Development Control Plans

Sutherland Shire Development Control Plan 2015

2. The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land:

Draft Environmental Planning Instruments

The following Draft State Environmental Planning Policies

(SEPP) apply: Amendments to SEPP (Transport and Infrastructure) 2021 (formerly SEPP (Infrastructure) 2007), SEPP (Housing) 2021, SEPP (Exempt and Complying Development Codes) 2008, and SEPP (Planning Systems) 2021.

Draft Development Control Plans

No draft Development Control Plans apply.

3. Subsection (2.) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- a. it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - b. for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

4. In this section—

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

2. Zoning and land use under relevant LEPs

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) The identity of the zone, whether by reference to-
 - (i) a name, such as “Residential Zone” or “Heritage Area” or
 - (ii) a number, such as “Zone No 2 (a)”,
- (b) the purposes for which development in the zone—
 - (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

Sutherland Shire Local Environmental Plan 2015 Zone R4 High Density Residential

(i) Permitted without consent:

Home occupations

(ii) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing;

(iii) Prohibited:

Pond-based aquaculture; Tank-based aquaculture; Any development not specified in item (i) or (ii)

(c) whether additional permitted uses apply to the land,

No Additional Permitted Uses apply to this land.

(d) Do development standards apply to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

(e) Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

No

(f) Is the land in a conservation area, however described?

No

- (g) Is an item of environmental heritage situated on the land, however described?

There is no item of environmental heritage situated on the property.

3. Contribution Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

- * The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).
- * The 2016 Section 7.11 Development Contributions Plan applies to this property (Effective 01/01/17).

State Housing and Productivity Contribution applies to this property (Effective 01/10/23).

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

No areas within Sutherland Shire are currently part of a special contributions area.

4. Complying Development

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

Housing Code

Complying development may not be carried out under the Housing Code. The land is affected by specific land exemptions. The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Industrial and Business Alterations Code

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

The code is varied under Clause 1.12 of *State Environmental*

Planning Policy (Exempt and Complying Development Codes) 2008.

Industrial and Business Buildings Code

Complying development may not be carried out on the land under the Industrial and Business Buildings Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(Note: this code applies only to land within, or proposed to be within, the following zones E1, E2, E3, MU1, E4, E5, W4, SP1, SP2, SP3 or SP5. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

Complying development may be carried out on the land under the Container Recycling Facilities Code.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

Subdivisions Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

Rural Housing Code

Complying development may not be carried out on the land under the Rural Housing Code. The land is affected by specific land exemptions.

The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Housing Diversity Code

Complying development may not be carried out under the Low Rise Housing Diversity Code. The land is affected by specific land exemptions. The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

Green Field Housing Code

Complying development may not be carried out under the Greenfield Housing Code. The land is affected by specific land exemptions. The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Demolition Code

Complying development may be carried out on the land under

the Demolition Code.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Fire Safety Code

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

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Inland Code

Complying development may not be carried out under the Inland Code. The land is affected by specific land exemptions. The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to Sutherland Shire.)

Agritourism and Farm Stay Accommodation Code

Complying development may not be carried out under the Agritourism and Farm Stay Accommodation Code. The land is affected by specific land exemptions. The land is wholly identified by an environmental planning instrument as being environmentally sensitive land.

The code is varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within the following zones RU1, RU2, or RU4. Check the zoning on the front of this certificate.)

5. Exempt Development

- (1) The extent to which the land is land on which exempt development may be carried out under each of the exempt development codes 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 the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (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. a restriction applies to the land, but it may not apply to all of the land, and
 - b. 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.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code

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

Advertising and Signage Exempt Development Code

Exempt development may be carried out on the land under the Advertising and Signage Exempt Development Code.

Temporary Uses and Structures Exempt Development Code

Exempt development may be carried out on the land under the Temporary Uses and Structures Exempt Development Code.

6. Affected building notices and building product rectification orders

(1) Is council is aware that—

(a) an affected building notice is in force in relation to the land, or
No

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
No

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
No

(2) In this section—

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

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

7. Land Reserved for Acquisition

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 of this certificate make provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

No

8. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

9. Flood related development controls information

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

No

- (2) Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

No

- (3) In this clause—

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

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

probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

(1) Is any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

No

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

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

Is the land bush fire prone?

None of the land is bush fire prone land as defined under the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

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

No

13. Mine Subsidence

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

No

14. Paper subdivision information

(1) Is the land subject to any development plan adopted by a relevant authority that—

- (a) applies to the land?, or
- (b) is proposed to be subject to a ballot?

No

(2) Is the land subject to a subdivision order that applies to the land, and if so what is the date of the order?

No

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property Vegetation Plans

Has Council been notified that the land is subject to a property vegetation plan which is approved and in force under the *Native Vegetation Act 2003*, Part 4?

No

16. Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No

Note. Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

17. Biodiversity Certified Land

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No

Note. Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

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

Has Council been notified of an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

No.

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

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

The Coastal Management Act 2016 does apply to Sutherland Shire. However, in the LGA there are no properties subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services.

(2) In this section—

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

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

20. Western Sydney Aerotropolis

Under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 is the land—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17?, or

No

(b) shown on the Lighting Intensity and Wind Shear Map?, or

No

(c) shown on the Obstacle Limitation Surface Map?, or

No

(d) in the “public safety area” on the Public Safety Area Map?, or

No

(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map?

No

Note: *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to any land in Sutherland Shire.

21. Development Consent Conditions for Seniors Housing

If *State Environmental Planning Policy (Housing) 2021*, chapter 3, part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of a kind set out in clause 88 (2) of that Policy?

No

22. Site Compatibility Certificates and Development Consent Conditions for Affordable Rental Housing

- (1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
- (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the Department.

None found.

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

None found.

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

None found.

- (4) In this section—
former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Any Other Prescribed Matter

Contaminated Land Management Act 1997

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) Is the land significantly contaminated land within the meaning of that Act?
No

- (b) Is the land subject to a management order within the meaning of that Act?
No

- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

- (e) Is the land subject of a site audit statement within the meaning of that Act?
No

Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

No

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides

information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

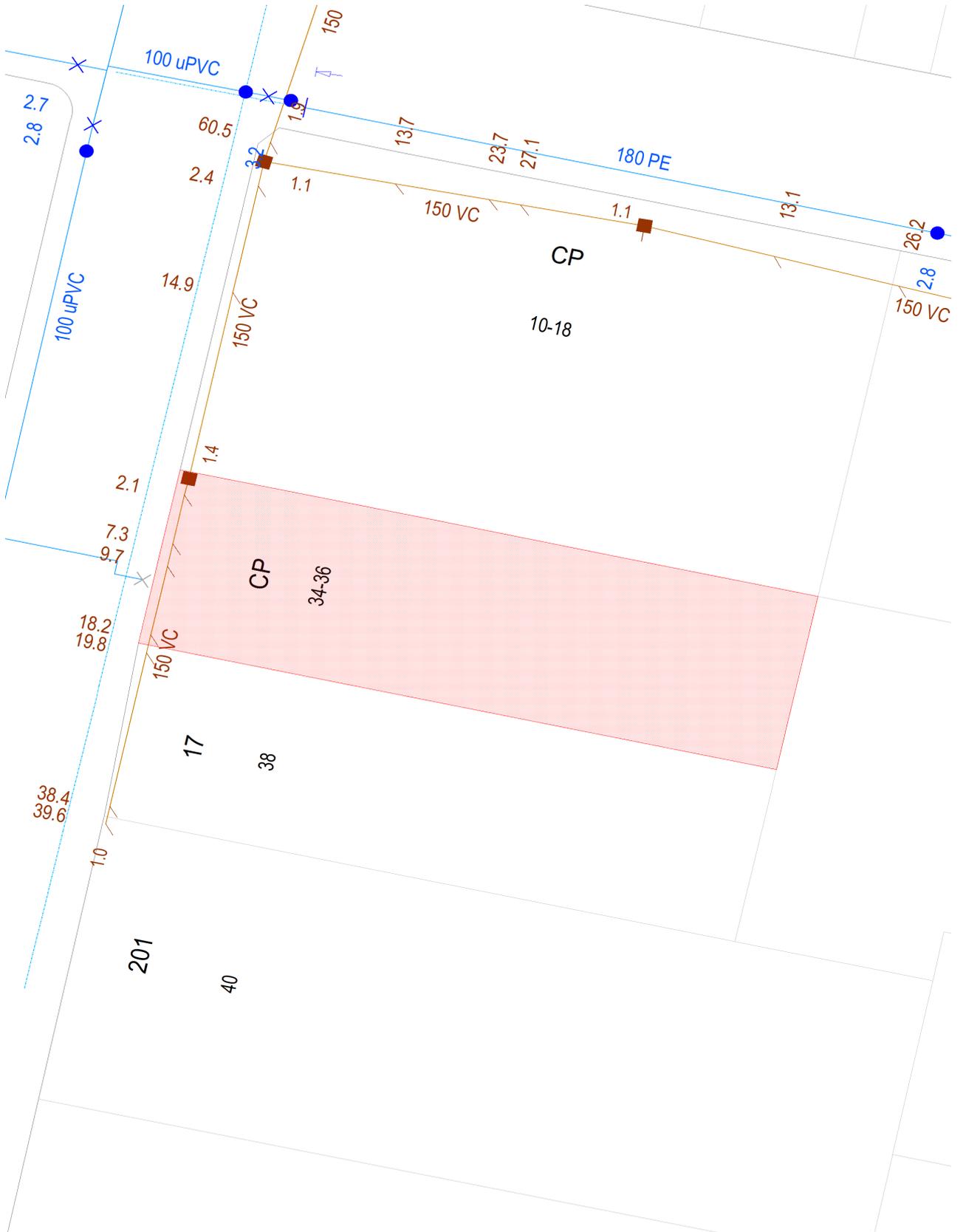
For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal line extending to the right.

Mark Carlon
Manager Strategic Planning

Service Location Print
Application Number: 8003594086



Document generated at 30-07-2024 10:00:27 AM

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			

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8003594087

SEWERAGE SERVICE DIAGRAM

SYDNEY WATER

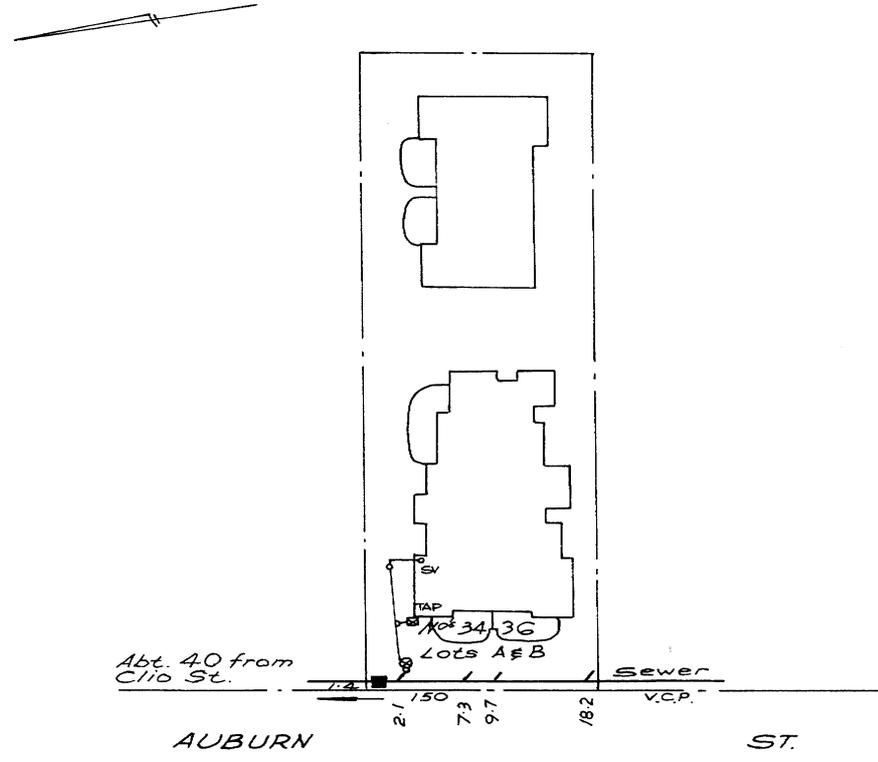
MUNICIPALITY OF SUTHERLAND SUBURB OF Sutherland Copy of Diagram No. 692536

<p>INDICATES - DRAINAGE FITTINGS</p> <p> <input type="checkbox"/> Chr. Manhole <input type="checkbox"/> L.H. Chamber <input type="checkbox"/> Boundary Trap <input type="checkbox"/> Inspection Shaft <input type="checkbox"/> Pit <input type="checkbox"/> G. Grease Interceptor <input type="checkbox"/> Gully </p>	<p>SYMBOLS AND ABBREVIATIONS</p> <div style="text-align: center;">  </div>	<p>INDICATES - PLUMBING FIXTURES & OR FITTINGS</p> <p> CO Clear Out V Vert. Pipe T Tubs K Kitchen Sink W Water Closet B Bath Waste H Handbasin SV Soil Vent Pipe </p> <p> Bkl Bidet S Shower DW. Dishwasher F Floor Waste M Washing Machine BS Bar Sink LS Lab Sink WS Waste Stack </p>
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SEWER AVAILABLE

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

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



Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

W.s _____ Ur. s _____ Sewer Ref. _____ Sheet No. 9745	DRAINAGE Inspected by Inspector _____ Cert. Of Compliance No. _____ Field Diagram Examined by _____	Date of Issue _____ Outfall _____ Drainer _____ Plumber _____ Boundary Trap is not required	PLUMBING Inspected YES NO Inspector _____ Cert. Of Compliance No. _____ For Regional Manager _____
	Tracing Checked by _____		
	Connection Date: _____		

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**.