

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
Vendor's agent	STONE NEWTOWN 177 Enmore Road ENMORE NSW 2042	P: 0406 484 994 E: adrianvassallo@stonerealestate.com.au Ref: Adrian Vassallo
co-agent vendor	N/A ELIZABETH LOUISE RYAN	
vendor's solicitor	ALC Legal Office 4, 1 Kings Cross Road, Darlinghurst, 2010 PO Box 20, Edgecliff NSW 2027	P (02) 9358 5348 E acordwell@alclegal.com.au Ref Alison Cordwell
date for completion land (address, plan details and title reference)	42nd day after contract date subject to clause 15 1/71 ALICE STREET, NEWTOWN NSW 2042 and being the whole of the land in Certificate of Title Folio Identifier 1/SP55923 and being Lot 1 strata Plan No. 55923	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space	
attached copies	<input type="checkbox"/> none <input checked="" type="checkbox"/> other: <input checked="" type="checkbox"/> documents in the List of Documents as marked or 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"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> insect screens <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> TV antenna <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> built in wardrobes <input type="checkbox"/> security alarm <input checked="" type="checkbox"/> washing machine <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	P E Ref
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

buyer's agent

purchaser's co-ownership JOINT TENANTS tenants in common in unequal shares

deposit INVESTED not invested

guarantor name and address:
name and address:

FOR EXECUTION SEE PAGE 3A

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)
Nominated Electronic Lodgment Network (ELN) (clause 30)
Electronic transaction (clause 30)

NO yes
 PEXA
 no YES

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 *RW* payment:
 (residential withholding payment)

NO yes (if yes, vendor must provide
 further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW* payment:

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

Amount purchaser must pay – price multiplied by the *RW* 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):

Choices

List of Documents

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

Cooling-off certificate

I, _____
of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property known as **18 CASCADE ROAD, CRANEBROOK NSW 2749** from **BRUNA ZARRINO** as vendor to

as purchaser in order that the cooling-off period be shortened to _____ / there is no cooling-off period in relation to that contract.

- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to _____

the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:

- (i) the effect of the contract for the purchase of that property;
- (ii) the nature of this certificate;
- (iii) the effect of giving this certificate to the vendor, that is, that the cooling-off period under Section 66S of the *Conveyancing Act* is shortened to _____ / there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

3A
Execution by vendor

SIGNED by the **VENDOR** in the presence of:

Signature of Witness

Signature

Name of Witness

Execution by purchaser

SIGNED by the **PURCHASER** in the presence of:

Signature of Witness

Signature

Name of Witness

EXECUTION IF THE PURCHASER IS A CORPORATION:

EXECUTED BY)
ACN)
pursuant to section 127 of the Corporations Act)
2001

Signature

Signature

Print name

Print name

Office held

Office held

GUARANTOR/S

Signed by)
in the presence of:)

Signature of witness

Signature

Print name of witness

Print name of signatory

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

33. Amendments to Standard Clauses

33.1 Amendments

Clauses 1 – 32 in this contract (**Standard Clauses**) are amended as follows:

(a) clause 5.2.3 is deleted and the following provision is inserted:

“5.2.3 *in any other case – within 21 days*”;

(b) in clause 7.1.1, "5%" is replaced with "0%";

(c) in clause 8.1.1, the words ", *on reasonable grounds*," are deleted;

(d) clause 8.2.2 is deleted;

(e) in clauses 10.1.8 and 10.1.9 the word '*substance*' is replaced with '*existence*' and the word '*disclosed*' is replaced with '*noted*';

(f) clause 11 is deleted;

(g) clause 14.4 is deleted;

(h) in clause 16.7, the words "*cash (up to \$2,000) or*" are deleted

(i) clause 16.8 is deleted;

(j) clause 16.13 of the contract is deleted and replaced by the following:

“16.13 *If the purchaser requires the vendor to complete this contract other than via PEXA and the vendor in his absolute discretion agrees to do so, then the purchaser must:*

(a) *pay to vendor's solicitors a fee of:*

(i) *\$220 (inclusive of GST) if the location for settlement requested by the purchaser is some place in the Central Business District of Sydney; or*

(ii) *\$330 (inclusive of GST) if the location for settlement requested by the purchaser is some place outside the Central Business District of Sydney; and*

(b) *reimburse to the vendor any additional fees incurred by the vendor to any mortgagee or other person required by the vendor to be in attendance at the settlement at the location requested by the purchaser.*”;

(k) clause 19 of the contract is amended by adding the following subclause:

‘19.3 *Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2017 (NSW) is the remedy prescribed by that regulation.*’;

(l) in clause 23.6, the words are deleted and replaced with '*If a contribution is not a regular contribution, the parties must adjust under clause 14.1 as if it were a regular contribution whether or not it is disclosed in this contract.*'

(m) clause 23.9 is deleted;

(n) clause 29 is deleted;

33.2 Inconsistency

In the event of any inconsistency between these special conditions and the Standard Clauses, these special conditions will prevail.

33.3 Contract binds estate

A reference to a party includes the executor(s) and administrator(s) of that party's estate.

34. Notice to complete

If either party is unable or unwilling to complete by the date for completion, the other party will be entitled at any time after the date for completion to serve a notice to complete making the time for completion essential. Such a notice must give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

35. Delays in completion

35.1 If the purchaser does not complete this purchase by the date for completion, without default by the vendor, the purchaser must pay to the vendor on completion, in addition to the balance purchase money, an amount calculated as 8% per annum interest on the balance purchase money, computed at a daily rate from the day immediately after the date for completion to the day on which this sale is completed.

35.2 Where the vendor is entitled to issue a notice to complete and a notice to complete is issued the purchaser will pay the vendor's additional costs of \$350 plus GST, which will be paid as an adjustment in favour of the vendor on settlement.

36. Agent

The purchaser warrants that he has not been introduced to the property or the vendor by a real estate agent (other than the vendor's agent named herein, if any) and indemnifies the vendor against any claim made by any such agent for commission together with any costs or expenses incurred by the vendor which may arise as a result of a breach of this warranty by the purchaser. This clause 36 does not merge on completion.

37. GST

The purchaser acknowledges and agrees that if the purchaser becomes liable to pay an amount under clause 13.7:

- (a) the purchaser must pay, in addition to that amount, all penalties and interest assessed by the Commissioner of Taxation in connection with that amount; and
- (b) the purchaser must pay the amount and any penalties and interest on the earliest of:
 - (i) completion;
 - (ii) payment to the vendor of any part of the price; and
 - (iii) within 14 days after the Commissioner of Taxation confirms the vendor's liability for GST in relation to this sale or any aspect of this contract,

and the parties agree that the provisions of clause 13 and this clause 37 do not merge on completion.

38. Cancelled settlement booking

If the purchaser cancels a settlement booking after vendor payment or cheque directions have issued, for each occasion, the purchaser must allow or pay to the vendor's solicitors on settlement:

- (a) the sum of \$165 including GST to cover the vendor's additional costs in rescheduling and preparing for settlement; and
- (b) if a cancellation necessitates additional travel to or attendance by the vendor, the vendor's solicitor (as the case may be) or agent at settlement:
 - (i) \$220 (inclusive of GST) if the location for settlement is in the Central Business District of Sydney; or
 - (ii) \$330 (inclusive of GST) if the location for settlement is outside the Central Business District of Sydney; and
 - (iii) reimburse to the vendor any additional fees imposed on the vendor by the vendor's mortgagee.

39. Requisitions on title

39.1 For the purpose of clause 5.1 the requisitions or general questions about the property or the title, the purchaser may only make requisitions on title in the form of the requisitions on title attached to this contract.

39.2 Nothing in this clause 39 prevents the purchaser from serving additional requisitions on title, provided the requisitions:

- (a) are served in accordance in clause 5.1 (as that clause is amended by clause 32.1(b));
- (b) do not deal with the same subject matters contained in the attached requisitions; and
- (c) are genuine requisitions on title.

40. Purchaser's acknowledgments and warranties

40.1 Improvements and inclusions

The purchaser acknowledges that the improvements on the property and the inclusions referred to in the particulars in this contract have been inspected by the purchaser and are being purchased in their present condition and state of repair subject to fair wear and tear, any infestation and dilapidation and the purchaser must not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract in respect of the materials used in the construction of the improvements or any defect either latent or patent in those improvements or the furnishings or chattels comprised in the property.

40.2 Other matters

The purchaser represents and warrants that the purchaser:

- (a) was not induced to enter into this contract by and did not rely on any representations made by the vendor, the vendor's agent or persons on behalf of the vendor or warranties about the subject matter of this contract (including, without limitation, representations or warranties about the nature or the fitness or suitability for any purpose of the property or the view from the property or about any financial return or income to be derived from the property or anything in an advertisement or sales brochure or report) except those representations and warranties set out in this contract;

- (b) has relied entirely on its own enquires prior to entering into this contract relating to the property including, without limitation, the services supplied to or running through the property, compliance matters and all environmental matters;
- (c) has satisfied itself as to its obligations and rights under this contract and has obtained independent legal advice; and
- (d) has inspected all documentation attached to this contract and is aware of all of the terms of and restrictions and prohibitions contained in this documentation.

41. Death, incapacity or insolvency

- 41.1 Either party may rescind this contract, if the other party (and if more than one person comprises that other party then anyone of them) is an individual who:
- (a) dies; or
 - (b) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.
- 41.2 The vendor may terminate this contract if the other party is a company, which a company which resolves to go into liquidation, has a petition for its winding-up presented, enters into a scheme of arrangement with its creditors under the *Corporations Act 2001* or similar legislation or has a liquidator, administrator, receiver or receiver and manager of it appointed.
- 41.3 If either party rescinds or terminates this contract under this clause 41, any such rescission or termination will not affect the other rights a party may have under this contract.

42. Documents

If there is any mortgage or caveat registered on the title to the property as at completion, the purchaser must accept on completion a discharge of mortgage and/or withdrawal of caveat duly executed and in registrable form and the purchaser must not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract in respect of such documents.

43. Building certificate

- 43.1 If the purchaser applies for a building certificate in respect of the property under the *Environmental Planning and Assessment Act 1979*, the purchaser acknowledges and agrees that the vendor will not be required to undertake any works that may be required, or to comply with any notice issued, by the relevant council as a result of the purchaser's application for a building certificate.
- 43.2 The purchaser must not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract because, as a result of the purchaser's application for a building certificate, the Council:
- (a) will not issue a building certificate for any reason whatsoever; and/or
 - (b) requires works to be undertaken at the property.

43.3 This clause 43 does not merge on completion.

44. Survey Report

- 44.1 A copy of a Survey Report on the property by David J. Miller dated 4 February 1993 is annexed to the contract.
- 44.2 The purchaser acknowledges that since the date of the Survey Report improvements have been undertaken to the land.
- 44.3 The purchaser cannot make a claim or requisition or rescind or terminate in respect of matters disclosed in this clause or in the Survey Report

44.4 This clause 44 does not merge on completion.

45. Vendor disclosures

45.1 The vendor discloses the matters set out in the Minutes of the AGM held on 10 February 2020 attached to this contract.

45.2 The vendor discloses that the vendor does not warrant the accuracy or completeness of any document in the attachments to this contract.

45.3 The purchaser will not be entitled to make any claim or requisitions, delay completion, rescind or terminate in respect of any matter disclosed or noted in this contract, including in the documentation attached to this contract.

46. Deposit

46.1 The parties agree that, despite any other reference to the deposit contained in this contract, the deposit is always the amount equal to % of the price.

46.2 If the vendor agrees to accept the deposit in instalments, the deposit is payable as follows:

(a) 5% on the date of this Contract; and

(b) 5% (the Balance) on the date that is the earlier of:

(i) the date scheduled under the Contract for completion; and

(ii) the date of termination of this contract due to the default or breach of the Purchaser,

however if this contract is exchanged subject to a cooling off period, the timing for payment of the deposit instalment pursuant to clause 44.2(a) will be payable as to 0.25% on the date of this Contract and 4.75% on the date that the cooling off period expires.

46.3 The Purchaser acknowledges that if clause 44.2 is applicable to this contract:

(a) it is for the sole benefit of the Purchaser; and

(b) if the Balance becomes payable as a consequence of its default:

(i) this does not constitute a penalty under this contract and is the balance of the deposit that the Vendor would have otherwise been entitled to pursuant to clause 9 had the Vendor insisted on receiving the full deposit from the Purchaser on the contract date;

(ii) the Balance is immediately payable by the Purchaser to the Vendor and is payable despite this contract being terminated.

46.4 This clause 46:

(a) is an essential term of this contract; and

(b) does not merge on completion.

47. FIRB approval

47.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the purchaser or to this contract.

47.2 The purchaser must indemnify the vendor against any penalties, fines, legal costs, claims, loss or damage suffered as a result of a breach of warranty contained in this clause 47.

47.3 This clause will not merge on completion.

48. Deposit Bond

48.1 If the vendor accepts a bank guarantee or deposit bond (Deposit Bond) in lieu of a cash deposit, the Deposit Bond must be an unconditional bank guarantee or deposit bond with an expiry date no earlier than 6 months from the date of its issue from an institution and in a form approved by the vendor in its absolute discretion, and:

- (a) the delivery of the Deposit Bond on the date of this contract to the deposit holder will, to the extent of the amount guaranteed under the Deposit Bond, be deemed to be payment of the deposit in accordance with this contract; and
- (b) on completion of this contract, the purchaser will pay to the vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Deposit Bond, by way of unendorsed bank cheque, whereupon the vendor will return the Deposit Bond to the purchaser.

48.2 If the vendor serves on the purchaser a notice of termination under clause 9, the purchaser will immediately pay the deposit (or so much of it as has not been paid) to the depositholder.

48.3 The vendor acknowledges that a payment by the guarantor under the Deposit Bond will, to the extent of the amount paid, satisfy the purchaser's obligations to pay the deposit under clause 47.1(b).

49. Finance

The purchaser:

- (a) warrants that either no finance is required, or satisfactory arrangements have been made for finance to assist the purchaser with the acquisition of the property; and
- (b) shall not terminate this contract by reason of the unavailability of finance on completion and the purchaser acknowledged that as a result of making this disclosure the purchaser cannot and will not terminate this contract pursuant to consumer credit legislation.

50. Tenancy

50.1 If this property is sold subject to an expired and month-to-month tenancy in place the vendor will, upon written request of the purchaser after unconditional exchange of contracts, serve a notice of termination of the lease on the tenant in accordance with the lease terms and relevant residential tenancy legislation.

50.2 If this property is sold subject to a fixed term tenancy and the tenant terminates for any reason, on or prior to completion, the vendor will not be responsible for reletting the property, however, the vendor will upon written request of the purchaser, consent to and cooperate with the purchaser to relet the property.

50.3 The purchaser may not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract if for any reason whatsoever the tenant has or has not vacated the property by the Completion date.

51. Guarantee

51.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.

51.2 The word "guarantor" means the directors and/or secretary of the purchaser company, being the persons who have signed this contract on behalf of the purchaser company.

- 51.3 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- (a) payment of all moneys payable by the purchaser under this contract; and
 - (b) the performance of all of the purchaser's other obligations under this contract.
- 51.4 The guarantor:
- (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - (b) must pay on demand any money due to the vendor under this indemnity.
- 51.5 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- (a) the performance by the purchaser of its obligations under this contract; and
 - (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 51.6 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (f) the winding up of the purchaser.
- 51.7 This clause binds the guarantor and the executors, administrators and assignees of the guarantor.
- 51.8 This clause 51 operates as a deed between the vendor and the guarantor and does not merge on completion.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **ELIZABETH LOUISE RYAN**
Purchaser:
Property: **1/71-73 ALICE STREET, NEWTOWN NSW 2042**
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

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

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
- 17. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
 - (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

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

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

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



FOLIO: 1/SP55923

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
11/3/2020	2:14 PM	7	31/10/2015

LAND

LOT 1 IN STRATA PLAN 55923
AT NEWTOWN
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

ELIZABETH LOUISE RYAN (T AH164403)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP55923
- 2 AJ944308 MORTGAGE TO AFSH NOMINEES PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP55923

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
11/3/2020	2:19 PM	7	15/1/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 55923
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NEWTOWN
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP55923

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 55923
ADDRESS FOR SERVICE OF DOCUMENTS:

C/- CIVIUM STRATA PEOPLE
GPO BOX 4019
SYDNEY
NSW 2000

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 3834808 RIGHT OF CARRIAGEWAY 3.0 WIDE AFFECTING THE PART
SHOWN SO BURDENED IN SP55923
- 3 AN39883 CONSOLIDATION OF REGISTERED BY-LAWS
- 4 AN39883 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 55923

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 386	2	- 386	3	- 273	4	- 273
5	- 386	6	- 258	7	- 258	8	- 258
9	- 390	10	- 390	11	- 395	12	- 395
13	- 263	14	- 267	15	- 395	16	- 267
17	- 267	18	- 273	19	- 405	20	- 399
21	- 405	22	- 405	23	- 269	24	- 271
25	- 405	26	- 282	27	- 279	28	- 277
29	- 414	30	- 409				

NOTATIONS

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP55923

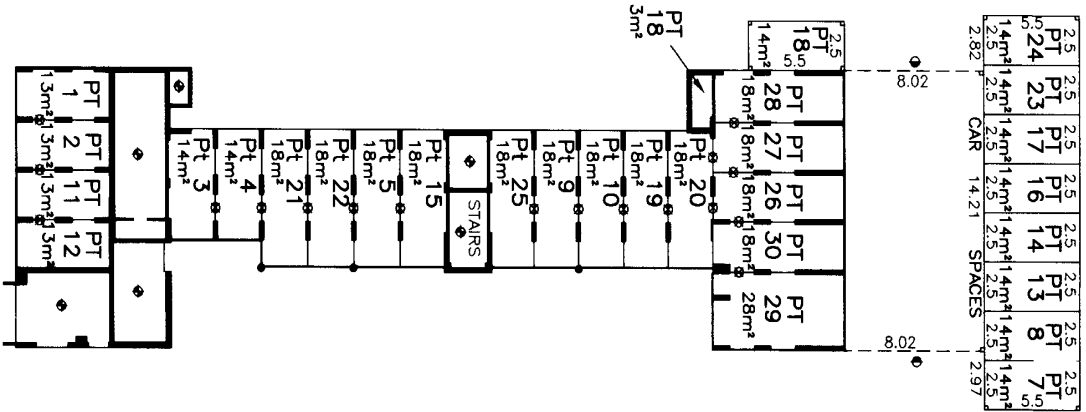
PAGE 2

NOTATIONS (CONTINUED)

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

STRATA PLAN 55923



CARSPACES WHERE UNCOVERED ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE LEVEL OF THEIR FLOOR.

- DENOTES WIRE MESH WALLS
- ⊥ DENOTES RIGHT ANGLE
- ⊙ PROLONGATION OF NORTH EAST FACE OF WALL
- ⊙ PROLONGATION OF SOUTH WEST FACE OF WALL
- ◆ COMMON PROPERTY
- ◆ AREAS ARE APPROXIMATE ONLY

LOT	UNIT ENTITLEMENT	SCHEDULE OF UNIT ENTITLEMENT
1	386	
2	386	
3	273	
4	273	
5	386	
6	258	
7	258	
8	258	
9	390	
10	390	
11	395	
12	395	
13	263	
14	267	
15	395	
16	267	
17	267	
18	273	
19	405	
20	399	
21	405	
22	405	
23	269	
24	271	
25	405	
26	282	
27	279	
28	277	
29	414	
30	409	
AGGREGATE	10000	

GARAGES
GROUND FLOOR

Reduction Ratio 1/250

Lengths are in metres

Registered Surveyor

3/11/97 General Manager/Authorised Person

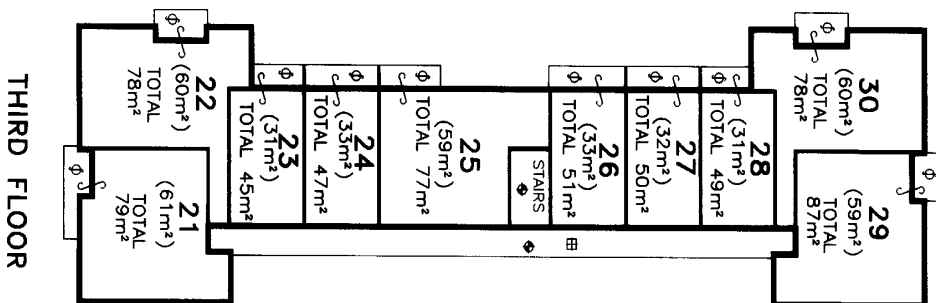
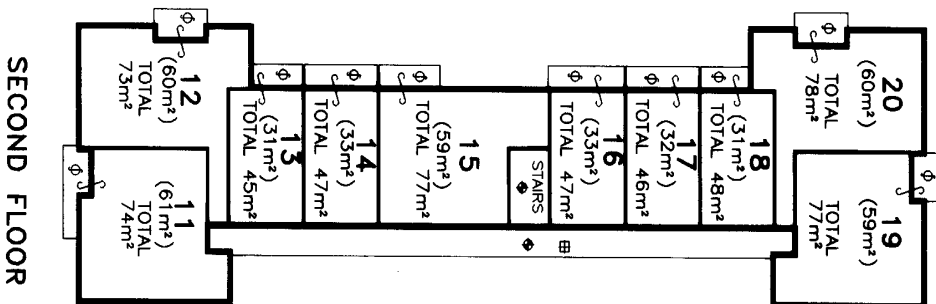
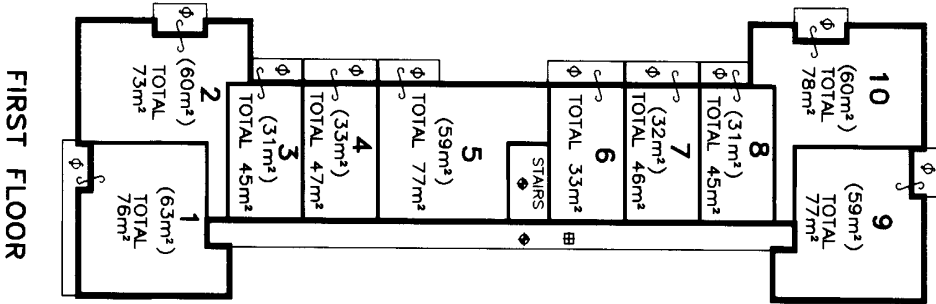
SURVEYOR'S REFERENCE: 7373-SP1 - CHECKLIST

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 3 Sheets

STRATA PLAN 55923

* OFFICE USE ONLY



BALCONIES WHERE UNCOVERED ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE LEVEL OF THEIR RESPECTIVE ADJOINING FLOOR

Reduction Ratio 1: 250
 Registered Surveyor
 SURVEYOR'S REFERENCE: 7373-SP1 - CHECKLIST

- ⊞ CANTILEVERED WALKWAY
- ⊞ COMMON PROPERTY
- ⊞ BALCONY
- AREAS ARE APPROXIMATE

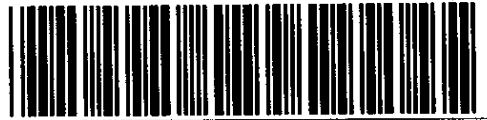
Lengths are in metres

[Signature]

3/11/97 General Manager/Authorised Person

**TRANSFER
GRANTING EASEMENT**
New South Wales
Real Property Act 1900

3834808 U



*Form: 97-01TG

Licence: 026CN/0616/96

Office of State Revenue use only

00*01\$

10/12/90+102 40 2761 86E00
030398 1927 04 20146721/01

N.S.W. STAMP DUTY

(A) LAND

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
CP/SP 55923	5/110571

(B) LODGED BY

LTO Box 459V	Name, Address and Telephone 8 K LEGALS DX 941 SYDNEY	TG
	REFERENCE (max. 15 characters): NC-DODD	

OVER

(C) TRANSFEROR

(Registered Proprietor of servient tenement) **THE OWNERS CORPORATION SP 55923**

(D) acknowledges receipt of the consideration of **\$1.00**

(E) and TRANSFERS and GRANTS

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE a right of carriageway 3.0 wide shown on SP55923 as "Right of Carriageway 3.0 wide"

(F) TRANSFEREE

(Registered Proprietor of dominant tenement) **NYRIE EVELYN DODD & SHELLEY MINNA ROSEN**

(G) ENCUMBRANCES (if applicable)

1.

2.

3.

(H) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE **8th January 1998**

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

[Signature]
Signature of Witness

JAIME EVERS
Name of Witness (BLOCK LETTERS)

C/- 671 PITWATER ROAD, DEE WHY
Address of Witness

[Signature]
Signature of Transferor



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

[Signature]

[Signature]
Signature of Witness

D JANINE RAE TURNER
Name of Witness (BLOCK LETTERS)

17 CAMDEN ST, NEWTON
Address of Witness

SR
ND
[Signature]
Signature of Transferee

80-0360

Land Titles Office
 Queens Square
 Sydney N S W 2000



RECEIPT NO. 425503

DATE: 29/3/98

Received the sum of \$14,000.00
 from JAMAR Pty Limited

1 UNIT PRODUCTION TICKETS \$14.00
 (04194 - 04194)

TOTAL \$14,000

UNIT PRODUCTION TICKETS \$14.00

If payment has been made by cheque, this receipt is issued subject only to the cheque being met on presentation.

Land Titles Office, Sydney	PRODUCTION TICKET RECEIPT	C 04194
Document	SP/SP.55923	
Date	9.2.98	
Produced by	JAMAR Pty Ltd	
Deliver to	204G	
Client Reference (optional)	GLT. 71 ALICE ST	
Purpose	THANSEN GAMSTON 6 ENTREPRENEUR	
LT 94-0060	Received by (office use only)	\$

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAW**



New South Wales
Strata Schemes Management Act
Real Property Act 1900

AN39883N

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 SP/CP 55923	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Civium Property Group Locked Bag 3008, Woden ACT 2606
	Reference:	135733X
CODE CH		

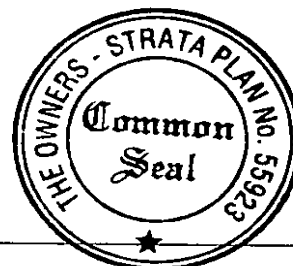
- (C) The Owners-Strata Plan No. 55923 certify that a special resolution was passed on 28/8/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. 1 - 19
Added by-law No. 1 - 21
Amended by-law No. NOT APPLICABLE
as fully set out below:

in Annexure attached.

- (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 By-laws.
- (G) The seal of The Owners-Strata Plan No. 55923 was affixed on 28/8/2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *Diene Roenne*
Name: **DIANE ROENNE**
Authority: **STRATA MANAGER.**

Signature:
Name:
Authority:



BY-LAWS SP 55923

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (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.
- (2) 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.
- (3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) 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 clause (1) 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 clause (1) that forms part of the common property and that services the lot.

3 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.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct

- (1) access along the right of way to vehicles
- (2) The lawful use of common property by any person except on a temporary and non-recurring basis without prior notification of date(s) and time(s) on the notice board no less than 48 hours beforehand

5 Keeping of animals

- (1) An owner or occupier of a lot must not without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.



Seave

- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
- (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

10 An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

10 Noise

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

10 Behaviour of owners, occupiers and invitees

10 An owner or occupier of a lot, or any invitee of 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.

- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
- (a) 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, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

10 Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

10 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.

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

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

12 Appearance of lot

- (1) 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.
- (2) This bylaw does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with bylaw 12

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this bylaw: "washing" includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste-shared bins [applicable where bins are shared by lots]

- (1) 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.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (3) The owners corporation may give directions for the purposes of this bylaw by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this bylaw:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

16 Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot and obtain prior written approval of the owners corporation before any such change.

(2) Without limiting clause (1), the following changes of use must be notified:

(a) a change 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),

(b) a change to the use of a lot for short term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

17 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

18 Notice board.

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

Note: The notice board should have a copy of the by-laws in it, and should be able to be opened so that owners and occupiers can add in notices as per by-laws 4 (2).

19 Storage Rooms (Dealing 3757726A)

The Proprietors for the time being of Lots 3,6,8,13,14,16,22,23,24 and any persons authorised by them from time to time shall be entitled to exclusive use and enjoyment of that part of the Common Property (hereinafter called "the exclusive use area.") designated on the Plan annexed hereto and forming part of this by-law (the exclusive use area number attaching to the lot number in the strata plan as set out in the Schedule below) subject to the following terms and conditions:

(a) Each Exclusive use area shall be used for the purpose designated in the Schedule below.

(b) Each Proprietor shall keep their exclusive use area clean, tidy and properly maintained.

(c) It is acknowledged this by-law shall pass any benefit and burden flowing from the by-law onto the Proprietor for the time being of each lot in the Strata Plan.

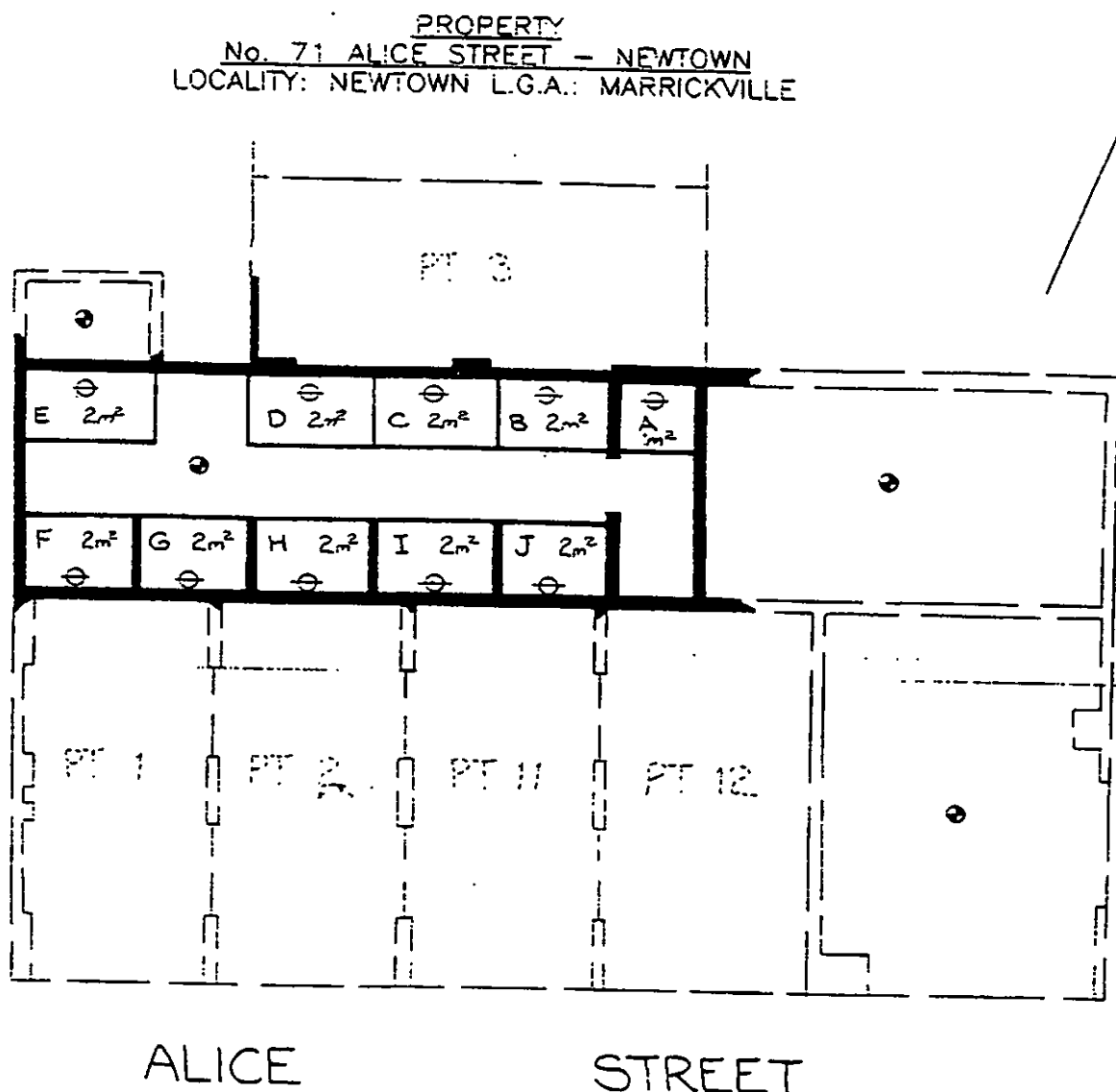
(d) To the extent that this by-law makes the Proprietors of the exclusive use areas directly responsible for the cleanliness, tidiness and proper maintenance of such exclusive use areas, it discharges the Body Corporate from its obligation under Section 62 of the Strata Schemes Management Act 1996.

(e) This by-law shall only be amended by unanimous resolution of the Proprietors of the Strata Plan at a general meeting.

Schedule:	Lot number	Exclusive Use Area Number/ Location details
	3	Storage area for exclusive use of Lot 3 designated A on Plan and marked A1
	8	Storage area for exclusive use of Lot 8 designated B on Plan and marked A1
	22	Storage area for exclusive use of Lot 22 designated C on Plan and marked A1
	6	Storage area for exclusive use of Lot 6 designated D on Plan and marked A1
	13	Storage area for exclusive use of Lot 13 designated E on Plan and marked A1

- 14 Storage area for exclusive use of Lot 14 designated F on Plan and marked A1
- 23 Storage area for exclusive use of Lot 23 designated G on Plan and marked A1
- 24 Storage area for exclusive use of Lot 24 designated H on Plan and marked A1
- 16 Storage area for exclusive use of Lot 16 designated J on Plan and marked A1

PLAN FOR CONFERRING RIGHTS OF EXCLUSIVE USE PURSUANT TO SEC. 58(7) OF THE STRATA TITLES ACT 1973 OVER PART OF THE COMMON PROPERTY IN S.P.



20 Special By-law - Air conditioners (Dealing 9231510J)

The owners for the time being of each of Lots 1 through to 30 in the strata scheme (all units) are conferred with the special privilege and entitlement to remove that portion of common property, required to install an air conditioner and to install and maintain an air conditioning system and all ancillary pipes, wires, cables and ducts ("the Air-Conditioner").

The consent is only given if:

- 1.1 The Owner signs the consent form, agreeing to this By-law and delivers same to the Executive Committee for recording in the Minute Book, at the time of making application to the Executive Committee, detailing the Air-Conditioner and method of removal of water from the Air-Conditioner for approval.
- 1.2 The Owners Corporation will remain responsible for the good and serviceable repair of the remainder of Common Property, not affected by this installation.
- 1.3 The Air-Conditioner must be:
 - (a) of a type, style and design; and
 - (b) installed in a location and manner; approved by the Executive Committee of the Owners Corporation.
- 1.4 The Owner must properly maintain and keep in a state of good and serviceable repair the Air-Conditioner installed pursuant to this By-law.
- 1.5 The Owner must maintain, repair or replace the Air-Conditioner or any part of it when and in the manner required by the Owners Corporation PROVIDED that it is not in a manner inconsistent with the Air-Conditioner or the manner of its installation.
- 1.6 The Owner indemnifies the Owners Corporation against:-
 - (a) any liability for increased insurance premiums resulting from the Owner's use of the common property or the Air-Conditioner;
 - (b) any loss the Owners Corporation suffers as a result of the Air-Conditioner;
 - (c) liability for damage to any part of the Air-Conditioner by virtue of Section 65(6) of the Strata Schemes Management Act, 1996.
- 1.7 The Owner must obtain all necessary approvals before commencing the Works and must comply with all requirements of any applicable authority in relation to the Air-Conditioner or its installation.
- 1.8 The Owner must repair any damage to the common property caused directly or indirectly by the installation or operation of the Air-Conditioner.
- 1.9 The owner must ensure that they have included in the Works a suitable method for the recovery and removal of any water that may leak from the Air-Conditioner and that this method will ensure that this water will not leak onto common or other owner's property.
- 1.10 The installation of the Air-Conditioner must only be performed on weekdays (excluding Public Holidays) between the hours of 8 am and 4.00 pm and the Owner must keep all areas of common property affected by such work in a clean and tidy state whilst they are being performed.
- 1.11 If the Owner fails to comply with any obligation under this By-law then the Owners Corporation may:-
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work ; and
 - (c) recover the costs of carrying out such work as a debt from the Owner.

21 Minor Renovations By-Law empowering the Strata Committee

The owners corporation via special resolution empowers the strata committee with the authority to approve minor renovations as outlined in the terms and conditions below.

Definitions In this by-law:

“Act” means the *Strata Schemes Management Act 2015*;

“additional minor renovations” means any work done by an owner to the common property in connection with the owner’s lot for the following purposes:

- (a) renovating a bathroom in a lot in a manner that does not involve waterproofing or structural changes;
- (b) renovating any other part of a lot in a manner that does not involve waterproofing or structural changes.

“minor renovations” means the minor renovations specified in section 110 of the Act and clause 28 of the Regulation, namely any work done by an owner to the common property in connection with the owner’s lot for the following purposes:

- (a) renovating a kitchen;
- (b) changing recessed light fittings;
- (c) installing or replacing wood or other hard floors to comply with acoustic treatment of the flooring ie underlay;
- (d) installing or replacing wiring or cabling or power or access points;
- (e) work involving reconfiguring walls;
- (f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
- (g) installing a rain water tank;
- (h) installing a clothes line;
- (i) installing a reverse cycle split system air conditioner;
- (j) installing double or triple glazed windows;
- (k) installing a heat pump;
- (l) installing ceiling insulation;

“Regulation” means the *Strata Schemes Management Regulation 2016*.

1. Additional Minor Renovations

Additional minor renovations is additional work that is to be a minor renovation for the purposes of section 110(6) of the Act.

2. Strata Committee Approval

The owners corporation delegates to the strata committee its functions under section 110 of the Act to enable the strata committee to approve of minor renovations and additional minor renovations.

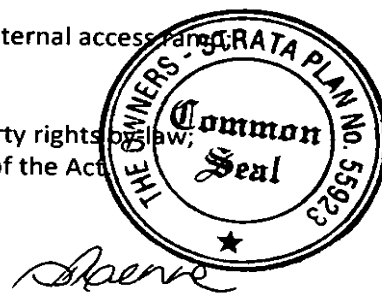
3. Rules for Minor Renovations

The owner of a lot must comply with the rules for minor renovations and additional minor renovations prescribed in section 110 of the Act.

4. Limits on Minor Renovations

Despite any other provision of this by-law, minor renovations and additional minor renovations cannot be any of the work specified in section 110(7) of the Act, namely:

- (a) work that consists of cosmetic work for the purposes of section 109 of the Act;
- (b) work involving structural changes;
- (c) work that changes the external appearance of a lot, including the installation of an external access ramp;
- (d) work involving waterproofing;
- (e) work for which consent or another approval is required under any other Act;
- (f) work that is authorised by a by-law made under Part 6 of the Act or a common property rights by-law;
- (g) any other work prescribed by the Regulation for the purposes of sub-section 110(7) of the Act.



FILM WITH AN39883

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. 55923 was affixed on ^ 08/01/18 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: DIANE ROENNE Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.

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

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

10/1

PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Cert. No.: PCT/2020/0797

Fee: \$53.00

Application Date: 11 March 2020

Issued Date: 13 March 2020

Applicant's Reference: 2068

Applicant	Owner (as recorded by Council)
<p>Name: InfoTrack</p> <p>Address: GPO BOX 4029 SYDNEY NSW 2001</p> <p>Email: ecertificates@infotrack.com.au</p> <p>Phone:</p>	<p>Name: Ms Elizabeth L Ryan</p>

Subject property address	Legal description
<p>Street address: 1/71-73 Alice Street NEWTOWN NSW 2042</p>	<p>Lot 1 SP 55923</p>

Information provided pursuant to Section 10.7(2) of the EP&A Act
<p>In accordance with the requirements of section 10.7(2) of the <i>Environmental Planning and Assessment Act 1979</i>, the following prescribed matters relate to the land at the date of this certificate.</p>

1. Names of relevant planning instruments and DCPs

In accordance with Section 1 (1) & (2) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, the following is a list of State Environmental Planning Policies (SEPPs) & proposed SEPPs that may apply to the carrying out of development on the land:

- State Environmental Planning Policy No.19 – Bushland in Urban Areas
- State Environmental Planning Policy No. 21 – Caravan Parks
- State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
- State Environmental Planning Policy No. 55 – Remediation of Land
- State Environmental Planning Policy No. 64 – Advertising and Signage
- State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development
- State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- State Environmental Planning Policy (Primary Production and Rural Development) 2019
- Draft State Environmental Planning Policy (Environment) 2017
- Draft State Environmental Planning Policy (Remediation of Land) 2017

Note: As part of improvements to simplify the State's planning system, as of 1 July 2009, regional environmental plans (REPs) are no longer part of the hierarchy of environmental planning instruments in NSW. All existing REPs are now deemed State environmental planning policies (SEPPs). Any enquiries regarding these State Planning Policies should be directed to the Department of Planning and Environment. Find contact details on the Department's website at <http://www.planning.nsw.gov.au>

In accordance with Section 1 (1) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, the following Local Environmental Plan applies to the land:

- Marrickville Local Environmental Plan 2011

In accordance with Section 1 (2) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, the following proposed Local Environmental Plan(s) applies to the land. The following proposed Local Environmental Plan has been the subject of community consultation or has been placed on public exhibition:

None

In accordance with Section 1 (3) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, The following Development Control Plan applies to the land:

- Marrickville Development Control Plan 2011

2. Zoning and land use under relevant environmental planning instruments referred to in clause 1 (other than a SEPP or proposed SEPP)

Marrickville Local Environmental Plan 2011

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for office premises but only as part of the conversion of existing industrial and warehouse buildings or in existing buildings designed and constructed for commercial purposes.
- To provide for retail premises in existing buildings designed and constructed for commercial purposes.
- To provide for well connected neighbourhoods that support the use of public transport, walking and cycling.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Hostels; Neighbourhood shops; Oyster aquaculture; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Business premises; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Garden centres; Hardware and building supplies; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Landscaping material supplies; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond-based aquaculture Passenger transport facilities; Plant nurseries; Port facilities; Pubs; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Rural supplies; Service stations; Sewerage systems; Sex services premises; Specialised retail premises; Storage premises; Tank-based aquaculture; Timber yards; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land, and if so, the minimum land dimensions so fixed: **NO**

Whether the land includes or comprises critical habitat: **NO**

Whether the land is in a conservation area (however described): **NO**

Whether an item of environmental heritage (however described) is situation on the land: **NO**

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

The land **IS NOT** land to which *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* applies.

Note: In accordance with 2A of Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*, *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* **DOES NOT** apply to any land in the Inner West Council.

3. Complying Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
<p>Housing Code</p> <p>NO. Complying Development may not be carried out on this land because of the provisions of clause 1.19 of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> that land is excluded land being land that is:</p> <ul style="list-style-type: none"> Land that is in the 25 ANEF contour or a higher ANEF contour, unless the development is only for: - The erection of ancillary development, attached development or detached development, or - The alteration of, or an addition to, ancillary development, attached development or detached development.
<p>Inland Code</p> <p>NO, the Inland Code does not apply to land within the Inner West Local Government Area.</p>
<p>Low Rise Medium Density Housing Code</p> <p>NO, the Inland Code does not apply to land within the Inner West Local Government Area.</p>
<p>Rural Housing Code</p> <p>NO, the Inland Code does not apply to land within the Inner West Local Government Area.</p>
<p>Greenfield Housing Code</p> <p>NO, the Inland Code does not apply to land within the Inner West Local Government Area.</p>
<p>Commercial and Industrial (New Buildings and Additions) Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Housing Alterations Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>General Development Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Commercial and Industrial Alterations Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Container Recycling Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Subdivisions Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Demolition Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>
<p>Fire Safety Code</p> <p>YES. Complying Development under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.</p>

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

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

The land **IS NOT** subject to any annual charges under Section 496B of the *Local Government Act 1993*.

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

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Compensation Act 2017*:

NO

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

The land **IS NOT** affected by a road widening or road realignment.

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

- (a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:

Land Slip	NO
Bushfire	NO
Tidal Inundation	NO
Subsidence	NO
Acid Sulphate Soils	NO
Any Other Risk (Other than Flooding)	YES. Council has adopted a policy which may restrict the development of the land if the potential for the risk of land contamination exists. This policy is the Marrickville Development Control Plan 2011 refer to Part 2.24: Contamination Land. Persons relying on this certificate should refer to this Development Control Plan to satisfy themselves that the land is suitable for the intended use.

- (b) Whether or not the land is affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council that restricts the development of the land because of the likelihood of:

Land Slip	NO
Bushfire	NO
Tidal Inundation	NO
Subsidence	NO
Acid Sulphate Soils	NO
Any Other Risk (Other than Flooding)	NO

7A. Flood related development controls information

(1) Whether or not development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls:

NO.

(2) Whether or not development on the land or part of the land for any other purpose is subject to flood related development controls:

NO.

(3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Item 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act:

The land **IS NOT** reserved, in part or whole, for acquisition by a public authority, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*.

9. Contributions plans

The name of each contributions plan applying to the land.

Marrickville Section 94/94A Contributions Plan 2014

Note: The former Section 94 and 94A Development Contributions Plans are now known as Section 7.11 and Section 7.12 Local Infrastructure Contribution Plans under the *Environmental Planning and Assessment Act 1979*.

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 8 of the *Biodiversity Conservation Act 2016*) a statement to that effect.

The land **IS NOT** biodiversity certified land as defined under Part 8 of the *Biodiversity Conservation Act 2016*.

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*.

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

The land **IS NOT** biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

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

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

There are **NO** set asides areas on the land under section 60ZC of the *Local Land Services Act 2013*.

11. Bush fire prone land

If any of the land is bush fire prone land (as defined in section 4.14 of the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

The land **IS NOT** bush fire prone land as defined under the *Environmental Planning and Assessment Act, 1979*.

12. Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The land **DOES NOT** have an applicable property vegetation plan under the *Native Vegetation Act 2003*.

13. Orders under Tree (Disputes Between Neighbours) Act 2006

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

An order **HAS NOT** been made under the *Trees (Disputes Between Neighbours) Act 2006*.

14. Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

There **IS NOT** a direction by the Minister in force under section 75P (2) (c1) of the *Environmental Planning and Assessment Act 1979* that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

Note: Developments may no longer be lodged under Part 3A of the Act and must now be processed via the State Significant pathways of Part 4.7 for State Significant Development and Part 5.2 for State Significant Infrastructure.

15. Site compatibility certificates and conditions for seniors housing

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 **DOES** apply to this land.

There **IS NOT** a current site compatibility (of which the Council is aware), issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

There **IS NOT** a valid site compatibility certificate (of which Council is aware) issued under clause 19 of *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land.

There **IS NOT** a valid site compatibility certificate (of which Council is aware) issued under clause 15 of *State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017* in respect of proposed development on the land.

17. Site compatibility certificates for affordable rental housing

There **IS NOT** a valid site compatibility certificate (of which the Council is aware), issued under clause 37 of *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land.

18. Paper subdivision information

- (1) There **IS NOT** any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) There **IS NOT** any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

A statement of whether there is a current site verification certificate, of which council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- a) the matter certified by the certificate, and

Note: A site verification certificate sets out the Director-General’s opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

- b) the date on which the certificate ceases to be current (if any), and
- c) that a copy may be obtained from the head office of the Department

There **IS NOT** a current site verification certificate, of which the Council is aware, in respect of the land.

20. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

Council **IS NOT** aware of whether the land includes residential premises listed on the register maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

21. Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

NO

- (2) A statement of:

- a. Whether there is any building rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with:

NO

- b. Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding:

NO

- (3) In this clause:

Affected building notice has the same meaning as in part 4 of the *Building Products (Safety) Act 2017*.

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

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

NO

- (b) that the land to which the certificate relates is subject to a management order within the meaning of the Act – if it is subject to such an order at the date when the certificate issued,

NO

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

NO

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,

NO

- (e) that the that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

NO

Information regarding outstanding notices and orders

For information regarding outstanding notices and orders a Certificate for outstanding notices or intention and/or an Order under section 735A of the *Local Government Act 1993* may be applied for at any of the Inner West Council's Service Centres in Ashfield, Leichhardt or Petersham.

General Message on matters not able to be included in this Certificate

The s10.7 Certificate provides information relating to the land itself. Persons should make their own enquiries into external matters which may affect the enjoyment of the land such as development consents on adjacent land, Park Plans of Management etc.

General Information

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the *Environmental Planning and Assessment Regulation 2000* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

Any enquiries regarding State Environmental Planning Policies and should be directed to Planning and Environment.

Please contact Council's Strategic Planning section for further information about this Planning Certificate.

General Information

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the *Environmental Planning and Assessment Regulation 2000* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and section 2 of schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State Environmental Planning Policies should be directed to NSW Department of Planning, Industry and Environment.

Please contact Council's Strategic Planning section for further information about this Planning Certificate.



**HARJEET ATWAL
SENIOR MANAGER PLANNING**

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD *WHITE*

SEWERAGE SERVICE DIAGRAM

Municipality of *Marrickville.*

No. *288933*

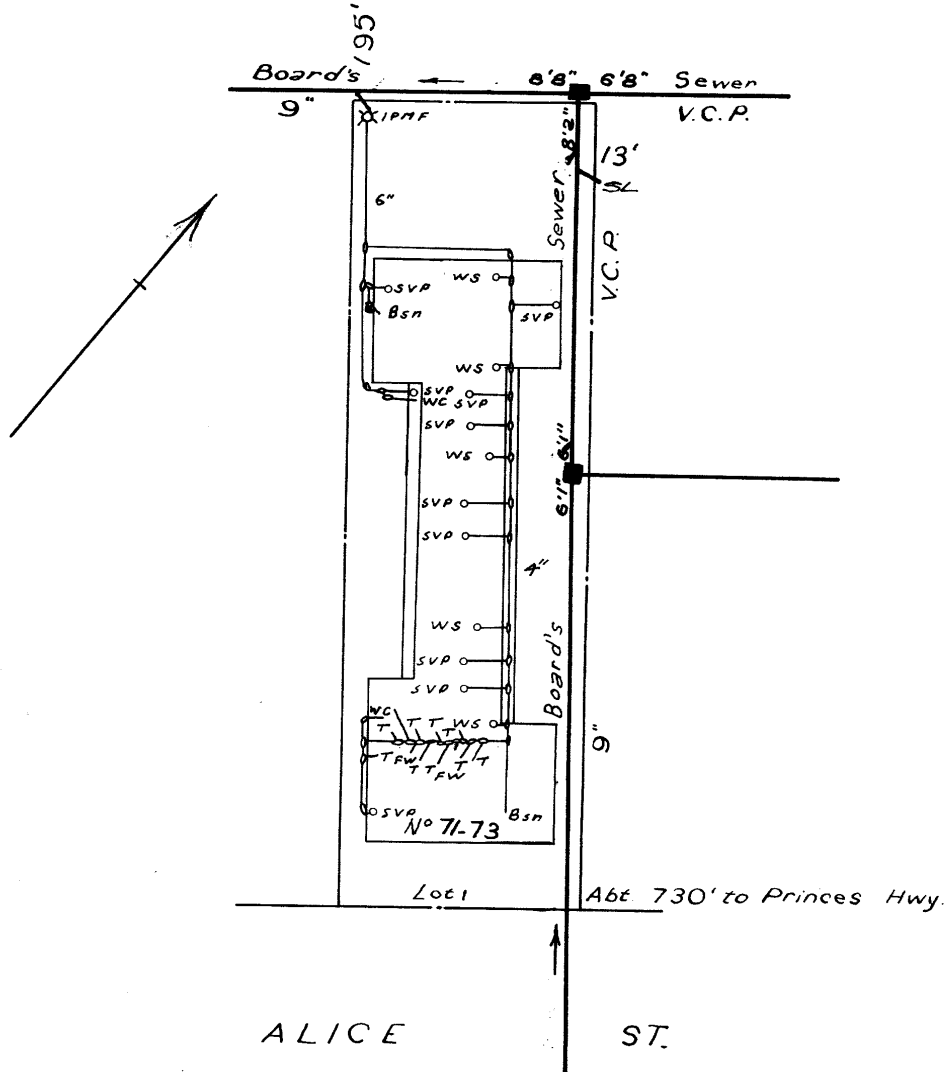
SYMBOLS AND ABBREVIATIONS

- | | | | |
|---------------------------|--------------------------|-------------------|--------------------------|
| □ Boundary Trap | ■ R.V. Reflex Valve | I.P. Induct Pipe | Bsn. Basin |
| ■ Pit | ○ Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| ▣ G.I. Grease Interceptor | ○ Vert. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| ⊠ Gully | ○ V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| ⊞ P.T. P. Trap | ○ S.V.P. Soil Vent. Pipe | W.C. Water Closet | F. W. Floor Waste |
| ⊞ R.S. Reflex Sink | D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



RATE No. _____ W.C.s. *32* U.C.s. _____ 19 _____

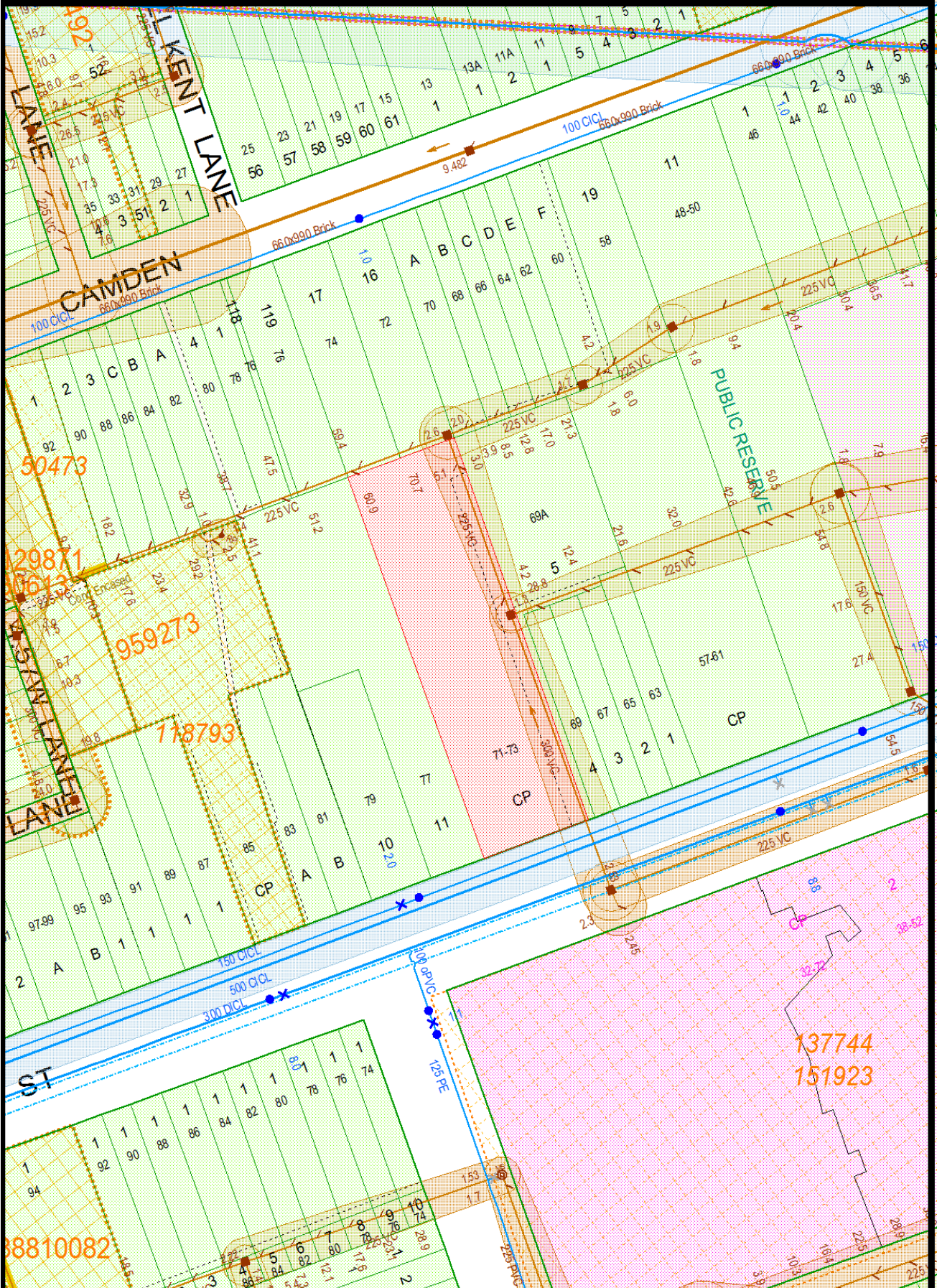
SHEET No. *577*

OFFICE USE ONLY

For Engineer House Services

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.	Inspector	/ /	Date	Inspector	/ /
Shr.			Outfall		
Bsn.	Chief Inspector	/ /	Drainer	<i>543' 719</i>	
K.S.			Plumber		
T.	Tracing Checked	/ /	Boundary Trap		
Ptg.			is not required		
Dge. Int.					
Dge. Ext.					

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S55923/1	Unit 1, 71-73 ALICE ST NEWTOWN 2042	\$144 493

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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



landtax@revenue.nsw.gov.au

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



**MINUTES OF
ANNUAL GENERAL MEETING 2020**

OWNERS STRATA PLAN - 55923

**71 ALICE STREET
NEWTOWN NSW 2042**

Held on :

Monday, 10 February 2020 06:00 PM

Held at :

71 Alice Street, Newtown

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF STRATA PLAN 55923

Held Monday, 10 February 2020 6:00 PM at 71 Alice Street, Newtown

Present	Cameron Wayne Richter (13), Craig Gregory King & Kerrie Ann King (4), Eamon Enda Gormley (28), Emma Nicole Quine (18), Hassan Gabru & Salamah Harris (25), J & S Papadopoulos (24), Jacqueline Lisa Dark Wayne Phillipson & Dorothy Glennys Wickham (19), Kirrilli Deborah Florence Parker (8), Mr John Martin Ford & Mr Kim Alan Crittenden (11), Mr Robert Bruce & Mrs Maureen Therese Foster (14), Ms Li Ping (3), Ms Meifeng Zhang (7), Olena Herasemiuk & David Edward Lalic (12), Rebecca Joy Gaylard (17), Renee Therese Timmins (27), Sue Lorraine Coryn (6), Trevor Gerald Campbell & Sharon Valerie Campbell (9)
In Attendance	Nicole Tilbrook (Civium Strata), Tino Bunhu (Civium Strata)
Proxies	Elizabeth Louise Ryan (1) in favour of Christopher Ryan, Bishop Andrew Seraphim Ginis (15) in favour of Matthew Markakis, Ms Michelle Anne Seddon (16) in favour of Gary Stainton, Nathan John Barratt & Clare Wainright (22) in favour of Dean Jackson
Apologies	None
Chairperson	Nicole Tilbrook

A Quorum was reached

MOTION	Motion for consideration
1	CONFIRMATION OF PREVIOUS MINUTES (ORDINARY RESOLUTION)
	<p>THAT the Owners Corporation RESOLVE by ordinary resolution to confirm the minutes of the Owners Corporation meeting held on 19th March 2019.</p> <p style="text-align: right;">Motion Carried</p>

2	INSURANCE RENEWAL / COMMISSION AND TRAINING (ORDINARY RESOLUTION)
	<p>THAT the Owners Corporation RESOLVE by ordinary resolution that the attached insurances effected on behalf of the Owner's Corporation be confirmed.</p> <ul style="list-style-type: none"> • Three (3) quotes to be obtained where possible by the managing agent prior to renewal and presented to the Strata Committee for consideration. If advice from the Strata Committee is not received the managing agent will proceed with the recommended insurer as per the renewal report for the ensuing year. <p><i>A report be received from the Strata Managing Agent on commissions and training services received in the past 12 months and estimate of commissions and training services to be received in the next 12 months.</i></p> <p><i>Insurance commissions this financial year - \$ 1,390.68</i></p> <p><i>Insurance commissions forecast next financial year - \$ 1,466.51</i></p> <p><i>Training commission this financial year - \$0.00</i></p> <p><i>Training commission next Financial year - \$0.00</i></p> <p style="text-align: right;">Motion Carried</p>
3	TAKING OUT FURTHER INSURANCES (ORDINARY RESOLUTION)
	<p>THAT the Owners Corporation RESOLVE by ordinary resolution in accordance with section 165(2) of the Strata Schemes Management Act 2015 to consider taking out further insurances of Office Bearers Liability and Fidelity Guarantee.</p> <p>Current:</p> <p>Office Bearers Liability - \$1,000,000.00</p> <p>Fidelity Guarantee - \$100,000.00</p> <p style="text-align: right;">Motion Carried</p>
4	INSURANCE VALUATION (ORDINARY RESOLUTION)
	<p>THAT the Owners Corporation RESOLVE by ordinary resolution to engage a valuer to value the building damage insurance amount for replacement and reinstatement as now required under section 161 of the <i>Strata Schemes Management Act 2015</i>.</p> <p style="text-align: center;">Last Valuation - May 2019</p> <p>Strata Manager was requested to liaise with valuer who undertook the May 2019 valuation as their reinstatement value was less than that of the 2016 valuation. <i>To be noted</i> the scheme is presently insured as per the 2016 valuation report.</p> <p style="text-align: right;">Motion Carried</p>
5	ACCOUNTING RECORDS AND FINANCIAL STATEMENTS (ORDINARY RESOLUTION)
	<p>THAT the Owners Corporation RESOLVE by ordinary resolution to consider the accounting records and last financial statements dated 01/12/2018-30/11/2019 be adopted a true record of the financial position.</p> <p><i>Any questions relating to the financial statements should be directed to our office PRIOR to the meeting. Questions directed at the meeting may not be able to be answered.</i></p> <p style="text-align: right;">Motion Carried</p>
6	AUDIT (ORDINARY RESOLUTION)

	<p>THAT the Owners Corporation RESOLVE by ordinary resolution to appoint an auditor to audit the accounts and financial statements of the Owners Corporation.</p> <p>7th February 2017</p> <p style="text-align: right;">Motion Defeated</p>
7	BUDGET (ORDINARY RESOLUTION)
	<p>THAT the Owners Corporation RESOLVE ON AMENDMENT by ordinary resolution:</p> <p>a. That the amount of money the owners corporation will need to credit to its administrative fund for actual and expected expenditure are estimated in accordance with section 79(1) of the <i>Strata Schemes Management Act 2015</i> and contributions to the administrative fund determined in accordance with section 81(1) of the <i>Strata Schemes Management Act 2015</i> at \$54,241.78</p> <p>b. That the amount of money the owners corporation will need to credit to its capital works fund for actual and expected expenditure are estimated in accordance with section 79(2) of the <i>Strata Schemes Management Act 2015</i> and contributions to the capital works fund determined in accordance with section 81(1) of the <i>Strata Schemes Management Act 2015</i> at \$30,000.00.</p> <p>c. That the contributions to the administrative and capital works funds be paid in equal quarterly instalments, the first such instalment being due on 01/03/2020 and subsequent instalments being due on the days of 01/06/2020, 01/09/2020, and 01/12/2020.</p> <p>Account position at close of Financial Year:</p> <p>Administration Fund: \$(1,142.51) - Deficit</p> <p>Capital Works Fund: \$72,393.40</p> <p><i>Please Note: From review of accounts, it is estimated that this deficit in the Admin Fund is a result of payment to Sydney Water in 2019 financial year. Civium is liaising with Sydney Water and will report at AGM.</i></p> <p style="text-align: right;">Motion Carried</p>
8	DEBT RECOVERY (ORDINARY RESOLUTION)

	<p>THAT the Owners Corporation RESOLVE by ordinary resolution that should any owner, mortgagee in possession or former owner of a lot not pay contributions by their due date in relation to a lot they authorise the strata managing agent and / or the strata committee to do any of the following:</p> <ul style="list-style-type: none"> a. issue a levy recovery letter 30 days after the levy due date; b. issue a second levy recovery letter 60 days after the levy due date; c. issue a third levy recovery letter 90 days after the levy due date; d. issue a Statutory 21-day notice to the debtor; e. where the levy contribution has not been paid for at least 120 days after the due date appoint the services of a debt collection agency, obtain legal advice or retain legal representation on behalf of the owners corporation to issue a letter of demand and / or to commence, pursue, continue or defend any court, Tribunal or any other proceeding against any lot owner, mortgagee in possession or former lot owner in relation to all matters arising out of the recovery of levy contributions and any other debts including interest, penalties, legal and other costs. f. enforce any judgment or Tribunal order obtained in the collection of levy contributions including commencing and maintaining bankruptcy proceedings or winding up proceedings; g. filing an appeal or defending any appeal against any judgment or order concerning the levy of contributions; h. instruct the owners corporation's debt collection agent or lawyer in relation to any levy recovery proceedings. <p style="text-align: right;">Motion Carried</p>
9	PAYMENT PLAN (ORDINARY RESOLUTION)
	<p>THAT the Owners Corporation RESOLVE by ordinary resolution in accordance with section 85(5) of the <i>Strata Schemes Management Act 2015</i> to decide whether to offer payment plans in respect of overdue contributions, such repayment plan is to be limited to a period of 12 months and is to be supported by the completion of a Statement of Financial Position.</p> <p style="text-align: right;">Motion Carried</p>
10	ELECTION OF STRATA COMMITTEE (ORDINARY RESOLUTION)

	<p>THAT the Owners Corporation RESOLVE by ordinary resolution to:</p> <p>a. Call for nominations for members of the strata committee;</p> <p>b. The candidates for election to the strata committee disclose any connections with the original owner or building manager for the scheme;</p> <p>c. Determine the number of members of the strata committee; and</p> <p>d. Elect the strata committee:</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Lot No.</th> <th>Nominated by</th> </tr> </thead> <tbody> <tr> <td>Jacqui Dark</td> <td>19</td> <td>Self</td> </tr> <tr> <td>Craig King</td> <td>4</td> <td>Self</td> </tr> <tr> <td>Li Ping</td> <td>3</td> <td>Self</td> </tr> <tr> <td>Meifeng Zhang</td> <td>7</td> <td>Self</td> </tr> <tr> <td>Sharn Campbell</td> <td>9</td> <td>Self</td> </tr> <tr> <td>Emma Quine</td> <td>18</td> <td>Self</td> </tr> <tr> <td>Hassan Gabru</td> <td>25</td> <td>Self</td> </tr> <tr> <td>John Ford</td> <td>11</td> <td>Self</td> </tr> <tr> <td>Gary Stainton</td> <td>16</td> <td>Self</td> </tr> </tbody> </table> <p style="text-align: right;">Motion Carried</p>	Name	Lot No.	Nominated by	Jacqui Dark	19	Self	Craig King	4	Self	Li Ping	3	Self	Meifeng Zhang	7	Self	Sharn Campbell	9	Self	Emma Quine	18	Self	Hassan Gabru	25	Self	John Ford	11	Self	Gary Stainton	16	Self
Name	Lot No.	Nominated by																													
Jacqui Dark	19	Self																													
Craig King	4	Self																													
Li Ping	3	Self																													
Meifeng Zhang	7	Self																													
Sharn Campbell	9	Self																													
Emma Quine	18	Self																													
Hassan Gabru	25	Self																													
John Ford	11	Self																													
Gary Stainton	16	Self																													
11	GENERAL MEETING MATTERS (ORDINARY RESOLUTION)																														
	<p>The Owners Corporation RESOLVE by ordinary resolution in accordance with clause 6 (a) and 9(i) of Schedule 1 of the <i>Strata Schemes Management Act 2015</i> to decide if any matter or type of matter is to be determined by the owners corporation in general meeting.</p> <p style="text-align: right;">Motion Defeated</p>																														
12	10-YEAR CAPITAL WORKS FUND FORECAST (ORDINARY RESOLUTION)																														
	<p>THAT the Owners Corporation RESOLVE by ordinary resolution to review the 10-year plan for capital works fund and adopt the plan in it's present state.</p> <p style="text-align: center;">Last Capital Forecast - January 2016 by QIA Group Pty Ltd</p> <p style="text-align: right;">Motion Carried</p>																														
13	BUILDING RECTIFICATION REQUIREMENTS (ORDINARY RESOLUTION)																														
	<p>a. THAT The Owners Corporation RESOLVE by ordinary resolution to consider building defects and rectification.</p> <p><i>Please refer to motions 19-22</i></p> <p style="text-align: right;">Motion Carried</p>																														
14	ANNUAL FIRE SAFETY STATEMENT (ORDINARY RESOLUTION)																														

	<p>THAT the Owners Corporation RESOLVE by ordinary resolution to consider the annual fire safety statement and to make arrangements for obtaining the next annual fire statement.</p> <p>Completed on 22 October 2019 by Associated Extinguisher Equipment</p> <p style="text-align: right;">Motion Carried</p>
15	ASBESTOS REPORT (ORDINARY RESOLUTION)
	<p>THAT the Owners Corporation RESOLVE by ordinary resolution to:</p> <ol style="list-style-type: none"> 1. Engage a suitably qualified consultant to carry out an Asbestos Inspection (and report) in compliance with the owners corporation's obligations under the Work Health and Safety Act 2011 as amended; and 2. To submit that report to the Strata Committee to determine what action is required, if any; and 3. To delegate to the strata manager the duty and function pursuant to the Agency Agreement additional duties scheduled to undertake the seeking of quotations and engaging the contractor to the strata manager and any ancillary work approved by the Strata Committee. <p style="text-align: center;">Registered Date - 1997</p> <p style="text-align: center;">Asbestos report has not been undertaken by this scheme</p> <p style="text-align: right;">Motion Carried</p>
16	EXTERNAL CLADDING INSPECTION (ORDINARY RESOLUTION)
	<p>THAT the Owners Corporation RESOLVE by ordinary resolution to consider an external cladding inspection to comply with the Environmental Planning and Assessment Amendment (Identification of Buildings with Combustible Cladding) Regulation 2018 and State Environmental Planning Policy Amendment (Exempt Development - Cladding and Decorative Work) 2018.</p> <p><i>To be noted: There is no external cladding on this scheme.</i></p> <p style="text-align: right;">Motion Defeated</p>
17	WINDOW SAFETY DEVICES RE-INSPECTION (ORDINARY RESOLUTION)
	<p>THAT the Owners Corporation complies with Part 4, Clause 30 of the Strata Schemes Management Regulation 2016 and undertake an assessment of the complex to ensure all safety devices are in working order and present.</p> <p>Installation on 5 December 2017 by Secure Windows</p> <p style="text-align: right;">Motion Defeated</p>
18	OTHER MEANS OF VOTING (ORDINARY RESOLUTION)

	<p>THAT the Owners Corporation RESOLVE by ordinary resolution to adopt the following alternate means of voting (not being elections) at meetings of the owners corporation and/or meetings of the strata committee:</p> <ol style="list-style-type: none"> 1. Voting by means of teleconference while participating in a meeting from a remote location; 2. Voting by means of other electronic means while participating in a meeting from a remote location; 3. Voting by means of email before the meeting; or 4. Voting by means of other electronic means before the meeting. <p style="text-align: right;">Motion Carried</p>						
19	ENGINEERS REPORT - BALCONY REMEDIAL WORKS (ORDINARY RESOLUTION)						
	<p>That the Owners Corporation review and adopt the report prepared by Total Building Engineering Solutions identifying concrete spalling in the concrete slabs of this scheme.</p> <p><i>Brad Obradovic of Total Building Engineering Solutions addressed the meeting in relation to Motions 19-21.</i></p> <p><i>After lengthy discussion, the owners present resolved to defer the adoption of this report and asked the Strata Manager to seek a revised quote for the "urgency level 1 & 2 works". Further, any owners with questions pertaining to this matter are requested to forward these in writing to Engineer directly.</i></p> <p style="text-align: right;">Motion Deferred</p>						
20	BALCONY REMEDIAL WORKS (ORDINARY RESOLUTION)						
	<p>That the Owners Corporation reviews the tenders provided by Total Building Engineering to undertake the balcony remedial works and RESOLVES to engage on of the following:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">EasyTrades Australia</td> <td style="text-align: right;">\$897,798.00</td> </tr> <tr> <td>Probuild Remedial</td> <td style="text-align: right;">\$985,011.50</td> </tr> <tr> <td>Bondi Construction</td> <td style="text-align: right;">\$1,139,677.00</td> </tr> </table> <p>Further that the Owner's Corporation authorises the Strata Manager to sign the building contract on behalf of the Owner's Corporation.</p> <p style="text-align: right;">Motion Deferred</p>	EasyTrades Australia	\$897,798.00	Probuild Remedial	\$985,011.50	Bondi Construction	\$1,139,677.00
EasyTrades Australia	\$897,798.00						
Probuild Remedial	\$985,011.50						
Bondi Construction	\$1,139,677.00						
21	PROJECT MANAGEMENT - BALCONY REMEDIAL WORKS (ORDINARY RESOLUTION)						
	<p>That the Owner's Corporation engage Total Building Engineering Solutions to supervise the balcony remedial work being undertaken by the contractor appointed subject to motion 20 at a cost of 7.5% of their total contract sum.</p> <p style="text-align: right;">Motion Deferred</p>						
22	SPECIAL LEVY - BALCONY REMEDIAL WORKS (ORDINARY RESOLUTION)						

THAT the Owners Corporation RESOLVES by ordinary resolution pursuant to s 81(4) of the *Strata Schemes Management Act 2015* that as the owners corporation is faced with expenses referred to in the Schedule which it cannot at once meet from its Capital works fund, it determined that:

1. a contribution in the amount of **\$1,139,677.00** referred to in the Schedule be raised as an additional levy to meet those expenses;
2. the proportion of the said contribution payable by the owners of each lot shall be in accordance with the unit entitlement of each lot;
3. the contribution in respect of each lot is payable by the instalments being due and payable on or before the dates referred to in the Schedule by being paid to the owners corporation care of the strata managing agent before or at those times; and
4. that pursuant to s83 of the Strata Schemes Management Act 2015, the strata managing agent serve one written notice of such contributions due in respect of each lot specifying:
 - a. the amount of each instalment; and
 - b. the date of payment of each instalment.

Motion Deferred

There being no further business the chairperson declared the meeting closed at 08:04 pm

Dated: 10 February 2020

Issued by Civium Property Group for and on behalf of the Owners Corporation.